CERTIFICATE OF NEED APPLICATION

For

St. Luke's Episcopal-Presbyterian Hospitals
Acquire Angiography System

PROJECT NO. 4428 HS

SUBMITTED TO
MISSOURI HEALTH FACILITIES REVIEW COMMITTEE

Certificate of Need Program

NEW OR ADDITIONAL EQUIPMENT APPLICATION

Applicant's Completeness Checklist and Table of Contents

Project Name: St. Luke's Episcopal-Presbyterian Hospitals Project No.: 4428 HS

Project Description: $1,750,000, Acquire angiography system

Done Page N/A Description of CON Rulebook Contents

Divider I. Application Summary:

- ☑ 2 ☐ 1. Applicant Identification and Certification (Form MO 580-1861).
- ☑ 3-4 ☐ 2. Representative Registration (Form MO 580-1869).
- ☑ 5-29 ☐ 3. Proposed Project Budget (Form MO 580-1863) and detail sheet.

Divider II. Proposal Description:

- ☑ 30-31 ☐ 1. Provide a complete detailed project description and include equipment bid quotes.
- ☑ 36 ☐ 2. Provide a legible city or county map showing the exact location of the project.
- ☑ 31-32 ☐ 3. Define the community to be served.
- ☑ 32 ☐ 4. Provide 2015 population projections for the proposed geographic service area.
- ☑ 42 ☐ 5. Provide other statistics to document the size and validity of any user-defined geographic service area.
- ☑ 32-33 ☐ 6. Identify specific community problems or unmet needs the proposal would address.
- ☑ 33 ☐ 7. Provide historical utilization for each of the past three years and utilization projections through the first three years of operation of the new equipment.
- ☑ 33-49 ☐ 8. Provide the methods and assumptions used to project utilization.
- ☑ 32,49 ☐ 9. Document that consumer needs and preferences have been included in planning this project and describe how consumers had an opportunity to provide input.
- ☑ 31-43 ☐ 10. Provide copies of any petitions, letters of support or opposition received.

Divider III. Community Need Criteria and Standards:

- ☐ ___ ☑ 1. For new units address the need formula for the proposed geographic service area.
- ☐ ___ ☑ 2. For new units, address the minimum annual utilization standard for the proposed geographic service area.
- ☑ 44 ☐ 3. For any new unit where specific need and utilization standards are not listed, provide the methodology for determining need.
- ☐ ___ ☑ 4. For additional units, document compliance with the optimal utilization standard, and if not achieved, provide documentation to justify the additional unit.
- 5. For evolving technology address the following:
  - ☑ 44-45 ☐ – Medical effects as described and documented in published scientific literature;
  - ☑ 45-46 ☐ – The degree to which the objectives of the technology have been met in practice;
  - ☑ 46 ☐ – Any side effects, contraindications or environmental exposures;
  - ☑ 46 ☐ – The relationships, if any, to existing preventive, diagnostic, therapeutic or management technologies and the effects on the existing technologies;
  - ☑ 46,48 ☐ – Food and Drug Administration approval;
  - ☑ 46 ☐ – The need methodology used by this proposal in order to assess efficacy and cost impact of the proposal; and
  - ☑ 47 ☐ – The degree of partnership, if any, with other institutions for joint use and financing.

Divider IV. Financial Feasibility Review Criteria & Standards:

- ☑ 50 ☐ 1. Document that sufficient financing is available by providing a letter from a financial institution or an auditor's statement indicating that sufficient funds are available.
- ☑ 49-51 ☐ 2. Provide Service-Specific Revenues and Expenses (Form MO 580-1865) projected through three (3) years beyond project completion.
- ☑ 49 ☐ 3. Document how patient charges were derived.
- ☑ 49 ☐ 4. Document responsiveness to the needs of the medically indigent.

52-65

DIVIDER I: APPLICATION SUMMARY

1. **Applicant Identification and Certification (Form MO 580-1861).**

   Attached.

2. **Representative Registration (Form MO 580-1869).**

   Attached.

3. **Proposed Project Budget (Form MO 580-1863) and detail sheet.**

   Attached.

Certificate of Need Program

APPLICANT IDENTIFICATION AND CERTIFICATION

*(must match the **Letter of Intent** for this project, without exception)*

1. Project Location *(attach additional pages as necessary to identify multiple project sites.)*

Title of Proposed Project	Project Number
Hybrid Operating Room	4428 HS
Project Address (Street/City/State/Zip Code)	**County**
232 S. Woods Mill Road Chesterfield, MO 63017	St. Louis

2. Applicant Identification *(information must agree with previously submitted Letter of Intent)*

List All Owner(s): *(list corporate entity)*	Address (Street/City/State/Zip Code)	Telephone Number
St. Luke's Episcopal-Presbyterian Hospitals	232 S. Woods Mill Road, Chesterfield, MO 63017	314-434-1500

List All Operator(s): *(list entity to be licensed or certified)*	Address (Street/City/State/Zip Code)	Telephone Number
St. Luke's Episcopal-Presbyterian Hospitals	232 S. Woods Mill Road, Chesterfield, MO 63017	314-434-1500

3. Ownership *(Check applicable category)*

☑ Nonprofit Corporation ☐ Individual ☐ City ☐ District
☐ Partnership ☐ Corporation ☐ County ☐ Other: _____

4. Certification:

In submitting this project application, the applicant understands that:

(A) The review will be made as to the community need for the proposed beds or equipment in this application;
(B) In determining community need, the Missouri Health Facilities Review Committee (Committee) will consider all similar beds or equipment within;
(C) The issuance of a Certificate of Need (CON) by the Committee depends on conformance with its Rules and CON statute;
(D) A CON shall be subject to forfeiture for failure to incur an expenditure on any approved project six (6) months after the date of issuance, unless obligated or extended by the Committee for an additional six (6) months;
(E) Notification will be provided to the CON Program staff if and when the project is abandoned; and
(F) A CON, if issued, may not be transferred, relocated, or modified except with the consent of the Committee.

We certify the information and data in this application as accurate to the best of our knowledge and belief by our representative's signature below:

5. Authorized Contact Person *(attach a Contact Person Correction Form if different from the Letter of Intent)*

Name of Contact Person	Title	
Richard D. Watters	Attorney	
Telephone Number	**Fax Number**	**E-mail Address**
314-621-2939	314-621-6844	rdwatters@ashlybaer.com
Signature of Contact Person		**Date of Signature**
Richard D. Watters		10/21/09

Certificate of Need Program

REPRESENTATIVE REGISTRATION

(A registration form must be completed for each project represented)

Project Name	Number
Hybrid Operating Room	4428 HS

(Please type or print legibly)

Name of Representative	Title
Margaret Scavotto	Attorney

Firm/Corporation/Association of Representative (may be different from below, e.g., law firm, consultant, other)	Telephone Number
Lashly & Baer, P.C.	314-621-2939

Address (Street/City/State/Zip Code)
714 Locust
St. Louis, MO 63101

Who's interests are being represented?
(If more than one, submit a separate Representative Registration Form for each.)

Name of Individual/Agency/Corporation/Organization being Represented	Telephone Number
St. Luke's Episcopal-Presbyterian Hospitals	314-434-1500

Address (Street/City/State/Zip Code)
232 S. Woods Mill Road, Chesterfield, MO 63017

Check one. Do you:

- [x] Support
- [ ] Oppose
- [ ] Neutral

Relationship to Project:

- [ ] None
- [ ] Employee
- [x] Legal Counsel
- [ ] Consultant
- [ ] Lobbyist
- [ ] Other *(explain)*:

Other information:

I attest that to the best of my belief and knowledge the testimony and information presented by me is truthful, represents factual information, and is in compliance with §197.326.1 RSMo which says: *Any person who is paid either as part of his normal employment or as a lobbyist to support or oppose any project before the health facilities review committee shall register as a lobbyist pursuant to chapter 105 RSMo, and shall also register with the staff of the health facilities review committee for every project in which such person has an interest and indicate whether such person supports or opposes the named project. The registration shall also include the names and addresses of any person, firm, corporation or association that the person registering represents in relation to the named project. Any person violating the provisions of this subsection shall be subject to the penalties specified in §105.478, RSMo.*

Original Signature

Date 10/20/2009

MO 580-1865 (11-01)

Certificate of Need Program

REPRESENTATIVE REGISTRATION

*(A registration form must be completed for **each** project represented)*

Project Name	Number
Hybrid Operating Room	**4428 HS**

(Please type or print legibly)

Name of Representative	Title
Richard D. Watters	Attorney

Firm/Corporation/Association of Representative (may be different from below, e.g., law firm, consultant, other)	Telephone Number
Lashly & Baer, P.C.	314-621-2939

Address (Street/City/State/Zip Code)
714 Locust
St. Louis, MO 63101

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St. Luke's Episcopal-Presbyterian Hospitals	314-434-1500

Address (Street/City/State/Zip Code)
232 S. Woods Mill Road, Chesterfield, MO 63017

Check one. Do you:

- [x] Support
- [ ] Oppose
- [ ] Neutral

Relationship to Project:

- [ ] None
- [ ] Employee
- [x] Legal Counsel
- [ ] Consultant
- [ ] Lobbyist
- [ ] Other *(explain)*:

Other information:

I attest that to the best of my belief and knowledge the testimony and information presented by me is truthful, represents factual information, and is in compliance with §197.326.1 RSMo which says: *Any person who is paid either as part of his normal employment or as a lobbyist to support or oppose any project before the health facilities review committee shall register as a lobbyist pursuant to chapter 105 RSMo, and shall also register with the staff of the health facilities review committee for every project in which such person has an interest and indicate whether such person supports or opposes the named project. The registration shall also include the names and addresses of any person, firm, corporation or association that the person registering represents in relation to the named project. Any person violating the provisions of this subsection shall be subject to the penalties specified in §105.478, RSMo.*

Original Signature	Date
Richard D. Watters	10/24/09

VO-580-1986 (11-07)

Certificate of Need Program

PROPOSED PROJECT BUDGET

Description	Dollars	
COSTS:*		
1. New Construction Costs ***	$0	
2. Renovation Costs ***	45,000	
3. Subtotal Construction Costs (#1 plus #2)	$45,000	
4. Architectural/Engineering Fees	$0	
5. Other Equipment (not in construction contract)	0	
6. Major Medical Equipment	1,460,000	
7. Land Acquisition Costs ***	0	
8. Consultants' Fees/Legal Fees ***	0	
9. Interest During Construction (net of interest earned) ***	0	
10. Other Costs ****	0	
11. Subtotal Non-Construction Costs (sum of #4 through #10)	$1,460,000	
12. Total Project Development Costs (#3 plus #11)	**$1,505,000**	**
FINANCING:		
13. Unrestricted Funds	$1,505,000	
14. Bonds	0	
15. Loans	0	
16. Other Methods (specify)	0	
17. Total Project Financing (sum of #13 through #16)	**$1,505,000**	**
18. New Construction Total Square Footage	0	
19. New Construction Costs Per Square Foot *****	0	
20. Renovated Space Total Square Footage	0	
21. Renovated Space Costs Per Square Foot ******	0	

* *Attach additional page(s) to provide details of how each line item was determined, including all methods and assumptions used.*

** *These amounts should be the same.*

*** *Capitalizable items to be recognized as capital expenditures after project completion.*

**** *Include as Other Costs the following: other costs of financing; the value of existing lands, buildings and equipment not previously used for health care services, such as a renovated house converted to residential care, determined by original cost, fair market value, or appraised value; or the fair market value of any leased equipment or building, or the cost of beds to be purchased.*

***** *Divide new construction costs by total new construction square footage.*

****** *Divide renovation costs by total renovation square footage.*

Proposed Project Budget Detail Sheet

2. Renovation Costs. Applicant will place shielding in the area that will house the proposed equipment. The cost of this shielding is $45,000.

6. Major Medical Equipment. Applicant will purchase the proposed equipment from Siemens Medical Solutions. The negotiated price is $1,460,000.

13. Unrestricted Funds. Applicant will purchase the equipment and shielding from existing cash reserves.

St. Luke's HOSPITAL

PO Number: DA261236X
PO Date: 09/29/2009

07

PURCHASE ORDER MODIFIED

Vendor:	Ship To:	Bill To:
SIEMENS MEDICAL SOLUTIONS USA INC CORP OFFICE 186 WOOD AVENUE SOUTH ISELIN,NJ 08830-2770 Phone:800-883-7436 DIRECT SALES 800-666-7436 Fax: 800-883-2486	ST LUKES RECEIVING DEPT 232 SOUTH WOODS MILL ROAD ATTN RECEIVING 314-205-6807x4213 CHESTERFIELD, MO 63017 Phone: 314-576-2330 Fax: 314-576-2446	ACCOUNTS PAYABLE ST LUKE'S HOSPITAL 121 ST LUKES CENTER DRIVE A/P314-576-2405 CHESTERFIELD, MO 63017 Phone: 314-576-2405 Fax:

Vendor Code: SIEMED
PO Type: CAP
PO Status: On Order
Customer No: 10345

Price on PO is valid unless confirmed at a different price.
Please FAX a confirmation of order with availability to 314-576-2445.
For questions please call KIM CUSUMANO 314-576-2327

FOR 6805 OR
TRACK CODE

QUOTE # 1-QSDYM REV 0

WARRANTY: 1 YR
PAYMENT TERMS: 60% UPON DELIVERY.... BALANCE DUE UPON INSTALLATION
FREIGHT INCLUDED

Composed By: KIM CUSUMANO 314-576-2327
Terms: 2% 30 DAYS NET 31
FOB:
Delivery Date: 10/12/2009
Tax ID Number: 13-0662600

Line Modified	Vendor Catalog	Order Quantity	Mfr Catalog / Contract	Charge Dept. / Sub-Ledger	Project / Sub-Project	Price / Discount / List Price	Ext. Price
Item: [non-catalog]	ARTIS ZEEGO SURGICAL SYSTEM PER QUOTE //1-QSDYM						
1	141 384	1 LO	Unknown	DA-1460-1440515		$1,460,000.00	$1,460,000.00

PO CONTINGENT UPON APPROVAL IN ACCORDANCE WITH MISSOURI CERTIFICATE OF NEED REGULATIONS.

PO QUOTATIONS AND TERMS & CONDITIONS ARE SUBJECT TO THE ATTACHED AMENDMENT DATED SEPTEMBER 29, 2009.

PO Sub Total:	$1,460,000.00	Tax Total:	$0	Purchase Order Total:	$1,460,000.00

Signature(s): Kim Cusumano 9/30/09

SIEMENS

Siemens Medical Solutions USA, Inc.
51 Valley Stream Parkway, Malvern, PA 19355
Fax: (866) 306-6685

SIEMENS REPRESENTATIVE
Jay Rensing - (217) 493-1682

Customer Number: 0000010349

Date: 9/26/2009

ST LUKES HOSPITAL
232 S Woods Mill Rd
Chesterfield, MO 63017-3417

Siemens Medical Solutions USA, Inc. is pleased to submit the following quotation for the products and services described herein at the stated prices and terms, subject to your acceptance of the terms and conditions on the face and back hereof, and on any attachment hereto.

Table of Contents

Proposal valid for 45 days

The pricing contained within proposal 1-QSDYM is valid only if an executable Purchase Order is issued by September 30, 2000.

Accepted and Agreed to by:

Siemens Medical Solutions USA, Inc.		ST LUKES HOSPITAL	
By (sign):		By (sign):	Kim Cusumano
Name:	Jay Rensing	Name:	KIM CUSUMANO
Title:	Account Executive	Title:	Contract Analyst
Date:		Date:	9-30-09

All pages of the signed proposal must be returned to Siemens to process the order - Thank you.

SIEMENS

Siemens Medical Solutions USA, Inc.
51 Valley Stream Parkway, Malvern, PA 19355
Fax: (888) 306-6685

SIEMENS REPRESENTATIVE
Jay Rensing - (217) 493-1682

Quote Nr:	**1-QSDYM Rev. 0**
Terms of Payment:	00% Down, 80% Delivery, 20% Installation Free On Board: Destination
Purchasing Agreement:	MedAssets MedAssets terms and conditions apply to Quote Nr 1-QSDYM

Artis zeego - latest version

All items listed below are included for this system: *(See Detailed Technical Specifications at end of Proposal.)*

Qty	Part No.	Item Description
1	14411364	**Artis zeego (Surgery)** Highly flexible, floor-mounted, multiaxial, single-plane C-arm system with innovative imaging for minimally invasive surgical procedures. System with variable isocenter height, positionable in angular, orbital lateral, and longitudinal direction. Fully digital imaging chain with high-resolution flat detector. 100-kW angio RF generator. Pulsed fluoroscopy. DVD/CD writer. DICOM network connection; syngo user interface; prepared for SRS Siemens Remote Service.
1	14411197	**Imaging for Radiology** Interventional Radiology Imaging for the OR.
1	14411198	**DSA/DR (Surgery)** Digital subtraction angiography and Digital acquisition technology in 1k/12 bit matrix.
1	04496892	**DICOM Print** Provision of DICOM 3 service DICOM Print for connection to a laser camera or a network printer.
1	14407236	**Detector 30X40 incl. Component(MA)** High-resolution dynamic flat detector for fully digital imaging chain with integrated, removable grid. CAREWATCH measuring chamber for detection of the dose-area product. 3-focus high-performance X-ray tube assembly, rotatable angle collimator and integrated collision protection.
1	14407235	**Ctrl Cabinet Artis Multi Axis (OR)**
1	14407240	**Table OR Version** Floor-mounted swivelling patient table with telescopic foot, floating and tiltable tabletop (in two axes); motor-driven stepping for digital peripheral angiography. Table control module, power-assisted.
1	14404804	**PERISTEPPING / PERIVISION** Peripheral digital angiography with stepping and online subtraction display.
1	14407084	**Tabletop(wide)/Mattress(thin)** Carbon fibre tabletop in wide, straight design incl. special foam mattress (4 cm thick).
1	14402010	**Foot Switch Monopl.(Wireless)** For release of fluoroscopy, exposure and table brake as well as a configurable additional function. Wireless connection via radio communication.
1	14409429	**DCS 6 pro 2xBWD-19D(Live+Ref+4xPrp)** Display suspension system for six flatscreen displays in two rows. Two (2) monochrome 19" flat-screen displays with blue background color. Prepared for four additional displays.
1	14417060	**ACE Cable Set in Equipm.Room** Image system interface to the displays in the control room if the image system is installed in the equipment room.

SIEMENS

Siemens Medical Solutions USA, Inc.
51 Valley Stream Parkway, Malvern, PA 19355
Fax: (866) 306-6635

SIEMENS REPRESENTATIVE
Jay Rensing - (217) 493-1682

Qty	Part No.	Item Description
1	14407166	**C-Room DVI 1xBWD-19 (Live) -36m** One monochrome 19" flat-screen display with blue background color.
1	04435850	**Vessel analysis** Vessel analysis with determination of degree of stenosis, distance measurement and calibration.
1	04435819	**Carevision** Pulsed fluoroscopy with additional, reduced pulse rates of 7.5 p/s to 0.5 p/s. Adaptation of pulse rate to the current application requirements for significant reduction of radiation exposure, especially during interventional procedures.
1	04435827	**Careprofile** Radiation-free positioning of the primary and semi-transparent diaphragms via graphic display in the LIH image on the image monitor. Collimator shutters and semi-transparent filters can be adjusted as a graphical overlay on the last-image-hold without any need for fluoroscopy.
1	14411163	**Fluoro Loop (1)** Storage and review of dynamic fluoroscopic sequences (Fluoro Loop). The maximum storable fluoroscopy time depends on the selected pulse rate, e.g. 17 s at 30 p/s, 34 s at 15 p/s.
1	04435801	**Automap** Automatic stand positioning depending on the selected reference image and automatic reference image selection depending on the stand positioning.
1	04435025	**DICOM HIS / RIS** Provision of DICOM 3 service DICOM Get Worklist for connection to a patient data file.
1	14409318	**Lower body radiation protection** For shielding the lower body against scattered radiation within the examiner's moving range.
1	14407252	**Interface for C-Room Operation(MA)** Interface for connecting the optional system control from the control room.
1	14409254	**C-Room Table Support Short** Rail profile for hanging control modules (e.g. the table module) in the control room.
1	14409444	**Control room emerg. stop module** Safety button for switching off all system functions from the control room.
1	04443433	**Handswitch** Additional hand switch for radiation release and additional control functions.
1	04443815	**Control Room Injector Interface** Interface for controlling the contrast medium injector from the control room.
1	14407176	**syngo Keyboard, English - US** Keyboard with special syngo keys.
1	04453978	**Head module** Table insert with attached accessory rails for mounting control modules at the head-end of the patient positioning tabletop.
1	04453986	**Body module** Table insert with attached accessory rails for mounting control modules in the 'abdominal' part of the patient positioning tabletop.
1	14409394	**Anesthetic arm, bendable** Fixture for shielding the head area against the abdominal area of the patient during anesthesia.
1	04451022	**Customer documentation, English**
1	14417048	**VoMo Artis zeego on concrete**
1	AXA_INITIAL_32	**Initial onsite training 32 hrs**

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Qty	Part No.	Item Description
1	AXA_CUSTCD_TR	**Onsite Pre-requisite CD/WBT Training**
2	AXA_ARTIS_BCLS	**Basic Artis Class**
1	AXA_FOLLOW UP_8	**Follow-up training 8 hrs**
1	AXA_ADD_32	**Additional onsite training 32 hours**
1	AXA_RIG_ZEEGO_STD	**Standard Rigging zeego**
1	AXA_ADDL_RIGGING	**Additional Rigging AXA $10,600**
1	EPW9390160UPS	**Eaton Powerware 9390 160 KVA UPS** Includes UPS, battery, maintenance bypass panel, and one year on-site parts and labor coverage (24x7) by Eaton Powerware. This product has been tested and verified for compatibility with the following Siemens' products: Artis Zee. Complete system backup without interruption. One UPS per lab.
1	14401933	**Preinstallation AXIOM Artis 2nd DCS**
1	14407162	**2nd DCS 2 DVI 1xBWD-19 (Live+Prep)** Display suspension system for two (2) flat-screen displays with one (1) 19" b/w flat-screen display with blue background color. Prepared for one (1) further display.
1	AXA_PR_BLUE1	**Special System Configuration I**

System Total: $1,460,000

OPTIONS:

Qty	Part No.	Item Description	Extended Price	Initial to Accept
1	AXA_GAS_MRKT_ADV	**Cassling Marketing Services Adv Pkg $8,000**	+ $8,000	X_____
1	AXA_MISC_MATERIAL	**BIOMED TRAINING FOR ONE ENGINEER TUITION ONLY FOR 34 DAYS $43,360**	+ $43,360	X_____

FINANCING: The equipment listed above may be financed through Siemens. Ask us about our full range of financial products that can be tailored to meet your business and cash flow requirements. For further information, please contact your local Sales Representative.

ACCESSORIES: Don't forget to ask us about our line of OEM imaging accessories to complete your purchase. All accessories can be purchased or financed as part of this order. To purchase accessories directly or to receive our accessories catalog, please call us directly at 1-888-222-9941 ext. 7 or contact your local Sales Representative.

COMPLIANCE: Compliance with legal and internal regulations is an integral part of all business processes at Siemens. Possible infringements can be reported to our Helpdesk "Tell us" function at www.siemens.com/tell-us.

SIEMENS

Siemens Medical Solutions USA, Inc.
51 Valley Stream Parkway, Malvern, PA 19355
Fax: (866) 306-6685

SIEMENS REPRESENTATIVE
Jay Rensing - (217) 493-1662

Siemens Medical Solutions USA, Inc. General Terms and Conditions

1. GENERAL

1.1 Contract Terms. These terms and conditions constitute an integral part of any contract between the Seller identified on the first page hereof to sell products ("Products") and Purchaser and shall govern the sale of the Products. Seller shall not be bound by, and specifically objects to, any terms, conditions or other provisions which are different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) which is proffered by Purchaser in any purchase order, receipt, acceptance, confirmation, correspondence or otherwise (even if provided to Seller concurrently with this Agreement), unless Seller specifically agrees to any such provision in a writing signed by Seller. Neither Seller's lack of objection to any such terms, nor delivery of the Products or provision of any services hereunder, shall constitute the agreement of Seller to any such terms. Purchaser acknowledges that this is a commercial and not a consumer transaction.

1.2 Acceptance. Purchaser shall be deemed to have assented to, and waived any objection to, this Agreement upon the earliest to occur of any of the following: Purchaser's completion or execution of this Agreement; Purchaser's acceptance of all or any part of the Products subject to this Agreement; Purchaser's issuance of a purchase order for any Products identified on Seller's quotation or proposal; or delivery of the Products to the common carrier for shipment pursuant hereto.

1.3 Refurbished/Used Products. For Products identified on the Agreement as used or refurbished Products, those Products have been previously owned and used. When delivered to Purchaser, the Products may have received mechanical, electrical and/or cosmetic reconditioning, as needed, and will comply with the manufacturer's specifications. Since pre-owned Products may be offered simultaneously to several customers, the sale of such Products to Purchaser cannot be guaranteed and is subject to continuing availability at the time Purchaser accepts Seller's offer to sell the Products. If the Products are no longer available, Seller will use its best efforts to identify other products in its inventory that may be suitable for purchase by Purchaser, and if substitute products are not acceptable to Purchaser, then Seller will cancel the order and refund to Purchaser any deposits previously paid. The warranty period for any used or refurbished Products will be separately stated on the quotation.

1.4 Third Party Products. If this Agreement includes the sale of third party products not manufactured by Seller, then Purchaser agrees and acknowledges that (a) Purchaser has made the selection of these products on its own, (b) the products are being acquired by Seller solely at the request of and for the benefit of Purchaser, in order to eliminate the need for Purchaser to issue a separate purchase order to the manufacturer of the products, (c) no representation, warranty or guarantee has been made by Seller with respect to the products, (d) the obligation of Purchaser to pay Seller for the products is absolute and unconditional (i) Purchaser will assert no claim whatsoever against the Seller with respect to the products, and will look solely to the manufacturer regarding any such claims, (g) Purchaser will indemnify and hold Seller harmless from and against any and all claims, regardless of the form of action, related to, resulting from or caused by the products or any work or service provided by the manufacturer of the products or any other party, (h) use of the products may be subject to the Purchaser's agreement to comply with any software licensing terms imposed by the manufacturer, as well as any applicable laws, rule and regulations; and (i) the manufacturer, and not Seller, is solely responsible for any required installation, testing, validation, tracking, product recall, warranty service, maintenance, support, and complaint handling, as well as any other applicable FDA regulatory requirements.

2. PRICES

2.1 Quotations. Unless otherwise agreed to in writing or set forth in the quotation, all prices quoted by Seller are based on U.S. dollars, and include standard and customary packaging. F.O.B. terms are set forth in Section 8.2 hereof. Domestic prices apply only to purchasers located in and who will use the Products in, the U.S. International prices apply to all purchasers located outside of, or who will use or ship or facilitate shipment of the Products outside of, the U.S. Unless otherwise stated, the quotation shall only be valid for forty-five (45) days from the date of the quotation.

2.2 Delay in Acceptance of Delivery. Should the agreed delivery date be postponed by Purchaser, Seller shall have the right to deliver to storage at Purchaser's risk and expense, and payments due upon delivery shall become due when Seller is ready to deliver.

2.3 Escalation. Unless otherwise agreed to in writing, except as to goods to be delivered within six (6) months of Seller's acceptance of Purchaser's order, Seller reserves the right to increase its prices to those in effect at the time of shipment.

3. TAXES

3.1 Any sales, use or manufacturer's tax which may be imposed upon the sale or use of Products, or any property tax levied after readiness to ship, or any excise tax, license or similar fee required under this transaction, shall be in addition to the quoted prices and shall be paid by Purchaser. Notwithstanding the foregoing, Seller agrees to honor any valid exemption certificate provided by Purchaser.

4. TERMS OF PAYMENT

4.1 Payments; Due Date. Unless otherwise set forth in the quotation, Seller's payment terms are as follows: an initial deposit of 10% of the purchase price for each Product is due upon submission of the purchase order, an additional 80% of the purchase price is due upon delivery of each Product, and the final 10% of the purchase price is due upon completion of installation or when the Products are available for first patient use, whichever occurs first. Unless otherwise agreed, all payments other than the initial deposit are due net thirty (30) days from the date of invoice. Seller shall have no obligation to complete installation until the payment due upon delivery of the Product is received. All amounts payable pursuant to this Agreement are denominated in United States dollars, and Purchaser shall pay all such amount in lawful money of the United States. Partial shipments shall be billed as made, and payments for such shipments will be made in accordance with the foregoing payment terms. In the event that Purchaser makes any payments hereunder by credit card, Seller has the right to charge the Purchaser any credit card fees imposed on the Seller by the financial institution.

4.2 Late Payment. A service charge of 1½% per month, not to exceed the maximum rate allowed by law, shall be made on any portion of Purchaser's outstanding balance which is not paid within thirty (30) days after invoice date, which charge shall be determined and compounded on a daily basis from the due date until the date paid. Payment of such service charge shall not excuse or cure Purchaser's breach or default for late payment. In addition, in the event that Purchaser fails to make any payment to Seller within this thirty (30) day period, including but not limited to any payment under any service contract, promissory note or other agreement with Seller, then Seller shall have no obligation to continue performance under any agreement with Purchaser.

4.3 Payment of Lesser Amount. If Purchaser pays, or Seller otherwise receives, a lesser amount than the full amount provided for under this Agreement, such payment or receipt shall not constitute or be construed other than as on account of the earliest amount due Seller. Seller may accept any check or payment in any amount without prejudice to Seller's right to recover the balance of the amount due or to pursue any other right or remedy. No endorsement or statement on any check or payment or in any letter accompanying a check or payment or elsewhere shall constitute or be construed as an accord or satisfaction.

4.4 Where Payment Due Upon Installation or Completion. Should any terms of payment provide for either full or partial payment upon installation or completion of installation or thereafter, and the installation or completion is delayed for any reason for which Seller is not responsible, then the Products shall be deemed installed upon delivery and, if no other terms were agreed upon in writing signed by the parties, the balance of payments shall be due no later than thirty (30) days from delivery regardless of the actual installation date.

4.5 Default;Termination. Each of the following shall constitute an event of default under this Agreement: (i) a failure by Purchaser to make any payment due Seller within ten (10) days of receipt of notice of non-payment from Seller, (ii) a failure by Purchaser to perform any other obligation under this Agreement within thirty (30) days of receipt of notice from Seller (iii) a default by Purchaser or any affiliate of Purchaser under any other obligation to or agreement with Seller, Siemens Financial Services, Inc. or Siemens Medical Solutions Health Services Corporation, or any assignee of the foregoing (including, but not limited to, a promissory note, lease, rental agreement, license agreement or purchase contract); or (iv) the commencement of any insolvency, bankruptcy or similar proceedings by or against the Purchaser (including any assignment by Purchaser for the benefit of creditors). Upon the occurrence of any event of default, at Seller's election: (a) the entire amount of any indebtedness and obligation due Seller under this Agreement and interest thereon shall become immediately due and payable without notice, demand, or period of grace; (b) Seller may suspend the performance of any of Seller's obligations hereunder, including, but not limited to, obligations relating to delivery, installation and warranty services; (c) Purchaser shall put Seller in possession of the Products upon demand; (d) Seller may enter any premises where the Products are located and take possession of the Products without notice or demand and without legal proceedings; (e) at the request of Seller, Purchaser shall

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assemble the Products and make them available to Seller at a place designated by Seller which is reasonable and convenient to all parties; (f) Seller may sell or otherwise dispose of all or any part of the Products and apply the proceeds thereof against any indebtedness or obligation of Purchaser under this Agreement (Purchaser agrees that a period of 10 days from the time notice is sent to Purchaser shall be a reasonable period of notification of sale or other disposition of the Products by or for Seller); (g) if this Agreement or any indebtedness or obligation of Purchaser under this Agreement is referred to an attorney for collection or realization, Purchaser shall pay to Seller all costs of collection and realization (including, without limitation, a reasonable sum for attorneys' fees, expenses of title search, all court costs and other legal expenses) incurred thereby; and (h) Purchaser shall pay any deficiency remaining after collection of or realization by Seller on the Products. In addition, Seller may terminate this Agreement upon written notice to Purchaser in the event that Purchaser is not approved for credit or upon the occurrence of any material adverse change in the financial condition or business operations of Purchaser.

4.6 Financing. Notwithstanding any arrangement that Purchaser may make for the financing of the purchase price of the Products, the parties agree that any such financing arrangement shall have no effect on the Purchaser's payment obligations under this Agreement, including but not limited to Sections 4.1 and 4.2 above.

5. EXPORT TERMS

5.1 Unless other arrangements have been made, payment on export orders shall be made by irrevocable confirmed letter of credit, payable in U.S. dollars against Seller's invoice and standard shipping documents. Such letter of credit shall be in an amount equal to the full purchase price of the Products and shall be established in a U.S. bank acceptable to Seller. Purchaser shall procure all necessary permits and licenses for shipment and compliance with any governmental regulations concerning control of final destination of Products.

5.2 Purchaser shall not, directly or indirectly, violate any U.S. law, regulation or treaty, or any other international treaty or agreement, relating to the export or re-export of any Product or associated technical data, to which the U.S. adheres or with which the U.S. complies. Purchaser shall defend, indemnify and hold Seller harmless from any claim, damage, liability or expense (including but not limited to reasonable attorney's fees) arising out of or in connection with any violation of the preceding sentence. If Purchaser purchases a Product at the domestic price and exports such Product, or transfers such Product to a third party for export, outside of the U.S., Purchaser shall pay to Seller the difference between the domestic price and the international retail price of such Product pursuant to the payment terms set forth herein. Purchaser shall deliver to Seller, upon Seller's request, written assurance regarding compliance with this section in form and content acceptable to Seller.

6. DELIVERY, RISK OF LOSS

6.1 Delivery Date. Delivery and completion schedules are approximate only and are based on conditions at the time of acceptance of Purchaser's order by Seller. Seller shall make every reasonable effort to meet the delivery date(s) quoted or acknowledged, but shall not be liable for any failure to meet such date(s). Partial shipments may be made.

6.2 Risk of Loss; Title Transfer. Unless otherwise agreed to in writing, the following shall apply:

(a) For Products that do not require installation by Seller or its authorized agent or subcontractor, and for options and add-on products purchased subsequent to delivery and installation of Products purchased under this Agreement, delivery shall be complete upon transfer of possession to common carrier, F.O.B. Shipping Point, whereupon title to and all risk of loss, damage to or destruction of the Products shall pass to Purchaser.

(b) For Products that require installation by Seller or its authorized agent or subcontractor, delivery shall be complete upon delivery of the Products to Purchaser's designated site, F.O.B. Destination; title to and all risk of loss, damage to or destruction of such Products shall pass to Purchaser upon completion of the installation by Seller or its authorized agent or subcontractor.

(c) All freight charges and other transportation, packing and insurance costs, license fees, custom duties and other similar charges shall be the sole responsibility of the Purchaser unless included in the purchase price or otherwise agreed to in writing by Seller. In the event of any loss or damage to any of the Products during shipment, Seller and Purchaser shall cooperate in making a claim against the carrier.

7. SECURITY INTEREST/BILLING

7.1 From the F.O.B. point, Seller shall have a purchase money security interest in the Products (and all accessories and replacements thereto and all proceeds thereof) until payment in full by Purchaser and satisfaction of all other obligations of Purchaser hereunder. Purchaser hereby (i) authorizes Seller to file (and Purchaser shall promptly execute, if requested by Seller) and (ii) irrevocably appoints Seller its agent and attorney-in-fact to execute in the name of Purchaser and file, with such authorities and at such locations as Seller may deem appropriate, any Uniform Commercial Code financing statements with respect to the Products and/or this Agreement. Purchaser also agrees that an original or a photocopy of this Agreement (including any addenda, attachments and amendments hereto) may be filed by Seller as a Uniform Commercial Code financing statement. Purchaser further represents and covenants that (a) it will keep the Products in good order and repair until the purchase price has been paid in full, (b) it will promptly pay all taxes and assessments upon the Products or the use thereof, (c) it will not attempt to transfer any interest in the Products until the purchase price has been paid in full, and (d) it is solvent and financially capable of paying the full purchase price for the Products.

8. CHANGES, CANCELLATION, AND RETURN

8.1 Orders accepted by Seller are not subject to change except upon written agreement.

8.2 Orders accepted by Seller are noncancellable by Purchaser except upon Seller's written consent and payment by Purchaser of a cancellation charge equal to 10% of the price of the affected Products, plus any shipping, insurance, restocking and refurbishment charges; the cost of providing any training, education, site evaluation or other services; and any return, cancellation or restocking fees with respect to any Third Party Products ordered by Seller on behalf of Purchaser. Seller may retain any payments received from Purchaser up to the amount of the cancellation charge. In no event can an order be cancelled by Purchaser or Products be returned to Seller after shipment has been made.

8.3 Seller shall have the right to change the manufacture and/or design of its Products if, in the judgment of Seller, such change does not alter the general function of the Products.

9. FORCE MAJEURE

9.1 Seller will make every effort to complete shipment and installation where indicated, but shall not be liable for any loss or damage for delay in delivery, inability to install, or any other failure to perform due to causes beyond its reasonable control including, but not limited to, acts of government or compliance with any governmental rules or regulations, acts of God or the public, war, civil commotion, blockades, embargoes, calamities, floods, fires, earthquakes, explosions, storms, strikes, lockouts, labor disputes, or unavailability of labor, raw materials, power or supplies. Should such a delay occur, Seller may reasonably extend delivery or production schedules or, at its option, cancel the order in whole or part without liability other than to return any unearned deposit or prepayment.

10. WARRANTY

10.1 Seller warrants that the Products manufactured by Seller and sold hereunder shall be free from defects in material or workmanship under normal use and service for the warranty period. The final assembled Products shall be new although they may include certain used, reworked or refurbished parts and components (e.g., circuit boards) that comply with performance and reliability specifications and controls. Seller's obligation under this warranty is limited, at Seller's option, to the repair or replacement of the Product or any part thereof. Unless otherwise set forth in the Product Warranty attached hereto and incorporated herein by reference, the warranty period shall commence upon the earlier of the date that the Products have been installed in accordance with 12.6 hereof, which date shall be confirmed in writing by Seller, or first patient use, and shall continue for 12 consecutive months. Seller makes no warranty for any Products made by persons other than Seller or its affiliates, and Purchaser's sole warranty therefor, if any, is the original manufacturer's warranty, which Seller agrees to pass on to Purchaser as applicable. The warranty provided by Seller under this Section 10 extends only to the original Purchaser, unless the Purchaser obtains the Seller's prior written consent with respect to any sale or other transfer of the Equipment during the term of the warranty.

10.2 No warranty extended by Seller shall apply to any Products which have been damaged by fire, accident, misuse, abuse, negligence, improper application or alteration or by a force majeure occurrence as described in Section 9 hereof or by the Purchaser's failure to operate the Products in accordance with the manufacturer's instructions or to maintain the recommended operating environment and line conditions; which are defective due to unauthorized attempts to repair, relocate, maintain, service, add to or modify the Products by the Purchaser or any third party or due to the attachment and/or use of non-Seller supplied equipment, parts or software, without Seller's prior written approval; which failed due to causes from within non-Seller supplied equipment, parts or software; which have been damaged from the use of operating supplies or consumable parts not approved by Seller. In addition, no warranty extended by Seller shall apply to any transducer or probe failure due to events such as cracking from high impact drops, cable rupture from rolling equipment over the cable, or delamination from cleaning

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with inappropriate solutions. Seller's obligation under this warranty is limited to the repair or replacement, at Seller's option, of defective parts. Seller may effectuate such repair at Purchaser's facility, and Purchaser shall furnish Seller safe and sufficient access for such repair. Repair or replacement may be with parts or products that are new, used or refurbished. Repairs or replacements shall not interrupt, extend or prolong the term of the warranty. Purchaser shall, upon Seller's request, return the nonconforming Product or part to Seller with all transportation charges prepaid, but shall not return any Product or part to Seller without Seller's prior written authorization. Purchaser shall pay Seller its normal charges for service and parts for any inspection, repair or replacement that is not, in Seller's sole judgment, required by noncompliance with the warranty set forth in Section 10.1. Seller's warranty does not apply to consumable materials, disposables, supplies, accessories and collateral equipment, except as specifically stated in writing or as otherwise set forth in the Product Warranty attached hereto and incorporated herein by reference, nor to products or parts thereof supplied by Purchaser.

10.3 This warranty is made on condition that immediate written notice of any noncompliance be given to Seller and Seller's inspection reveals that the Purchaser's claim is valid under the terms of the warranty (i.e., that the noncompliance is due to traceable defects in original materials and/or workmanship).

10.4 Purchaser shall provide Seller with full and free access to the Products, network cabling and communication equipment, as is reasonably necessary for Seller to provide warranty service. This access includes establishing and maintaining connectivity to the Products via VPN (Cisco Tunneling Protocol) Peer-to-Peer connection, modem line, Internet connection, broadband Internet connection or other secure remote access reasonably required by Seller, in order for Seller to provide warranty service, including remote diagnostics, monitoring and repair services.

10.5 Warranty service will be provided without charge during Seller's regular working hours (8:00-5:00), Monday through Friday, except Seller's recognized holidays. If Purchaser requires that service be performed other than during these times, such service can be made available at an additional charge, at Seller's then current rates. The obligations of Seller described in this section are Seller's only obligations and Purchaser's sole and exclusive remedy for a breach of product warranty.

10.6 SELLER MAKES NO WARRANTY OTHER THAN THE ONE SET FORTH HEREIN AND IN THE ATTACHED PRODUCT WARRANTY COVERING THE APPLICABLE PRODUCT CATEGORY. SUCH WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSES, AND SUCH CONSTITUTES THE ONLY WARRANTY MADE WITH RESPECT TO THE PRODUCTS AND ANY DEFECT, DEFICIENCY OR NONCONFORMITY IN ANY PRODUCT, SERVICE OR OTHER ITEM FURNISHED UNDER THIS AGREEMENT.

10.7 In the event of any inconsistencies between the terms of this Section 10 and the terms of the attached Product Warranty, the terms of the attached Product Warranty shall prevail.

11. LIMITATION OF LIABILITY

11.1 In no event shall Seller's liability hereunder exceed the actual loss or damage sustained by Purchaser, up to the purchase price of the Products.

11.2 SELLER SHALL NOT BE LIABLE FOR ANY LOSS OF USE, REVENUE OR ANTICIPATED PROFITS, COST OF SUBSTITUTE PRODUCTS OR SERVICES, LOSS OF STORED, TRANSMITTED OR RECORDED DATA, OR FOR ANY INDIRECT, INCIDENTAL, UNFORESEEN, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SALE OR USE OF THE PRODUCTS. This provision does not affect third party claims for personal injury arising as a result of Seller's negligence or product defect. THE FOREGOING IS A SEPARATE, ESSENTIAL TERM OF THIS AGREEMENT AND SHALL BE EFFECTIVE UPON THE FAILURE OF ANY REMEDY, EXCLUSIVE OR NOT.

12. INSTALLATION - ADDITIONAL CHARGES

12.1 General. Unless otherwise expressly stipulated in writing, the Products covered hereby shall be installed by and at the expense of Seller except that Seller shall not provide rigging or site preparation services unless otherwise agreed to in writing by Seller for an additional charge. Seller will not install accessory items such as cabinets, illuminators, darkroom equipment or processors for X-Ray and CT equipment, unless otherwise agreed to in writing by Seller.

12.2 Installation by Seller. If Seller specifies it will install the Products, the following applies: subject to fulfillment of the obligations set forth in 12.4 below, Seller shall install the Products covered hereby and connect same to the requisite safety switches and power lines to be installed by Purchaser. Except as otherwise specified below, if such installation and connection are performed by Seller's technical personnel, prices shown include the cost thereof, provided that the installation and connection can be performed within the Continental United States or Puerto Rico and during normal business hours. Any overtime charges or other special expenses shall be additional charges to the prices shown.

12.3 Trade Unions. In the event that a trade union, or unions, or other local labor conditions prevent Seller from performing the above work with its own employees or contractors, then Purchaser shall either make all required arrangements with the trade union, or unions, to permit Seller's completion of said work or shall provide the personnel, at Purchaser's sole cost and expense. Moreover, any additional cost incurred by Seller and related to such labor disputes shall be paid by the Purchaser and Seller's obligations under such circumstances will be limited to providing engineering supervision of installation and connection of Seller equipment to existing wiring.

12.4 Purchaser's Obligations. Purchaser shall, at its expense, provide all proper and necessary labor and materials for plumbing service, carpentry work, conduit wiring, and other preparations required for such installation and connection. All such labor and materials shall be completed and available at the time of delivery of the Products by Seller. Additionally, the Purchaser shall provide free access to the premises of installation and, if necessary, safe and secure space thereon for storage of Products and equipment prior to installation by Seller. Purchaser shall be responsible, at its sole cost and expense, for obtaining all permits, licenses and approvals required by any federal, state or local authorities in connection with the installation and operation of the Products, including, but not limited to any certificate of need and zoning variances. Purchaser shall provide a suitable environment for the Products and shall ensure, at its sole cost and expense, that its premises are free of asbestos, hazardous conditions and any concealed, unknown or dangerous conditions and that all site requirements are met. Seller shall delay its work until Purchaser has completed the removal of the asbestos or other hazardous materials or has taken any other precautions and completed any other work required by applicable regulations. Purchaser shall reimburse Seller for any increased costs and expenses incurred by Seller that are the result of or are caused by any such delay. In the event that Seller is requested to supervise the installation of the Products, it remains the Purchaser's responsibility to comply with local regulations. Seller is not an architect and all drawings furnished by Seller are not construction drawings.

12.5 Regulatory Reporting. In the event that any regulatory activity is performed by other than Seller authorized personnel, Purchaser shall be responsible for fulfilling any and all reporting requirements.

12.6 Completion of Installation. Installation shall be complete upon the conclusion of final calibration and checkout under Seller's standard procedures to verify that the Products meet applicable written performance specifications. Notwithstanding the foregoing, first use of the Products by Purchaser, its agents or employees for any purpose after delivery shall constitute completion of installation.

13. PATENT, TRADEMARK AND OTHER INFRINGEMENT CLAIMS

13.1 Infringement by Seller. Seller warrants that the Products manufactured by Seller and sold hereunder do not infringe any U.S. patent or copyright. If Purchaser receives a claim that any such Product or part thereof infringes upon the rights of others under any U.S. patent or copyright, Purchaser shall notify Seller immediately in writing. As to all infringement claims relating to Products or parts manufactured by Seller or one of its affiliates:

(a) Purchaser shall give Seller information, assistance and exclusive authority to evaluate, defend and settle such claims.

(b) Seller shall then, at its own expense, defend or settle such claims, procure for the Purchaser the right to use the Products, or remove or modify them to avoid infringement. If none of these alternatives is available on terms reasonable to Seller, then Purchaser shall return the Products to Seller and Seller shall refund to Purchaser the purchase price paid by the Purchaser less reasonable depreciation for Purchaser's use of the Products. The foregoing states Seller's entire obligation and liability, and the Purchaser's sole remedy, for claims of infringement.

13.2 Infringement by Purchaser. If some or all of the Products sold hereunder are made by Seller pursuant to drawings or specifications furnished by the Purchaser, or if Purchaser modifies or combines, operates or uses the Products other than as specified by Seller or with any product, data, software, apparatus or program not provided or approved by Seller, then the indemnity obligation of Seller under Section 13.1 shall be null and void and should a claim be made that such Products infringe the rights of any third party under patent, trademark or otherwise, then Purchaser shall indemnify and hold Seller harmless against any liability or expense, including reasonable attorneys' fees, incurred by Seller in connection therewith.

14. DESIGNS AND TRADE SECRETS; LICENSE; CONFIDENTIALITY

14.1 Any drawings, data, designs, software programs or other technical

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Information supplied by Seller to Purchaser in connection with the sale of the Products are not included in the sale of the Products to Purchaser, shall remain Seller's property and shall at all times be held in confidence by Purchaser. Such information shall not be reproduced or disclosed to others without Seller's prior written consent.

14.2 For all goods purchased hereunder which utilize software for their operation, such "Applications Software" shall be licensed to Purchaser under the terms of Seller's Software License Schedule as attached hereto.

14.3 Diagnostic/Maintenance Software is not included under 14.2 above, is available only as a special option under a separate Diagnostic Materials License Agreement and may be subject to a separate licensing fee.

14.4 Seller and Purchaser shall maintain the confidentiality of any information provided or disclosed to the other party relating to the business, customers and/or patients of the disclosing party as well as this Agreement and its terms (including the pricing and other financial terms under which the Purchaser will be purchasing the Products hereunder). Each party shall use reasonable care to protect the confidentiality of the information disclosed, but no less than the degree of care it would use to protect its own confidential information, and shall only disclose the other party's confidential information to its employees and agents having a need to know this information. The obligations of confidentiality set forth herein shall not apply to any information in the public domain at the time of disclosure or that is required to be disclosed by court order or by law.

15. ENGINEERING CHANGES

15.1 Seller makes no representation that engineering changes which may be announced in the future will be suitable for use on, or in connection with, the Products.

16. ASSIGNMENT

16.1 Neither party may assign any rights or obligations under this Agreement without the written consent of the other and any attempt to do so shall be void, except that Seller may assign this Agreement without consent to any subsidiary or affiliated company, and may delegate to authorized subcontractors or service suppliers any work to be performed under this Agreement so long as Seller remains liable for the performance of its obligations under this Agreement. This Agreement shall inure to and be binding upon the parties and their respective successors, permitted assigns and legal representatives. Seller shall have no obligations under this Agreement to any assignee of Purchaser that is not approved by Seller in advance.

17. DAMAGES, COSTS AND FEES

17.1 In the event that any dispute or difference is brought arising from or relating to this Agreement or the breach, termination or validity thereof, the prevailing party shall NOT be entitled to recover from the other party any punitive damages. The prevailing party shall be entitled to recover from the other party all reasonable attorneys' fees incurred, together with such other expenses, costs and disbursements as may be allowed by law.

18. MODIFICATION

18.1 This Agreement may not be changed, modified or amended except in writing signed by duly authorized representatives of the parties.

19. GOVERNING LAW; WAIVER OF JURY TRIAL

19.1 This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

19.2 EACH OF THE PARTIES EXPRESSLY WAIVES ALL RIGHTS TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE UNDER THIS AGREEMENT.

20. COST REPORTING

20.1 Purchaser agrees that it will fully and accurately account for and report in all cost reports and otherwise fully and accurately disclose to federal and state health care program payors and fully and accurately reflect where and as appropriate in the applicable reimbursement methodology, all services and other items, including any and all discounts, received from Seller under this Agreement, in compliance with all applicable laws, rules and regulations, including but not limited to the Social Security Act and implementing regulations relating to Medicare, Medicaid and other federal and state health care reimbursement programs.

21. INTEGRATION

21.1 These terms and conditions, including any attachments or other documents incorporated by reference herein, constitute the entire agreement and the complete and exclusive statement of agreement with respect to the subject matter hereof, and supersede any and all prior agreements, understandings and communications between the parties with respect to the Products.

22. SEVERABILITY; HEADINGS

22.1 No provision of this Agreement which may be deemed unenforceable will in any way invalidate any other portion or provision of this Agreement. Section headings are for convenience only and will have no substantive effect.

23. WAIVER

23.1 No failure and no delay in exercising, on the part of any party, any right under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right preclude the further exercise of any other right.

24. NOTICES

24.1 Any notice or other communication under this Agreement shall be deemed properly given if given in writing and delivered in person or mailed, properly addressed and stamped with the required postage, to the intended recipient at its address specified on the face hereof. Either party may from time to time change such address by giving the other party notice of such change in accordance with this section.

25. RIGHTS CUMULATIVE

25.1 The rights and remedies afforded to Seller under this Agreement are in addition to, and do not in anyway limit, any other rights or remedies afforded to Seller by any other agreement, by law or otherwise.

26. END USER CERTIFICATION

26.1 Purchaser represents, warrants and covenants that it is acquiring the Products for its own end use and not for reselling, leasing or transferring to a third party (except for term bank financing).

01/09 Rev.

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Software License Schedule
to the Siemens Medical Solutions USA, Inc. General Terms and Conditions

1. DEFINITIONS: The following definitions apply to this Schedule:
"Agreement" shall mean the attached (i) Quotation for Products and/or Services including the Terms and Conditions of Sale and applicable schedules; and/or (ii) Software License Agreement describing the software licensed herein and the specific system for which the license is issued.
"Licensor" shall mean Siemens Medical Solutions USA, Inc.
"Licensee" shall mean the end-user to whom Licensor provides Software or Documentation for its internal use under the Agreement.
"Software" shall mean the software described in the attached Agreement, including the following as contained therein: (i) software programs consisting of a series of statements or instructions to be used directly or indirectly in a programmable controller or computer to bring about a certain result and (ii) databases consisting of customized collections of data to be used or referenced directly or indirectly by a programmed controller or computer. Notwithstanding the foregoing, "Software" does not include "Firmware" as such term is conventionally understood. Diagnostic/Maintenance Software also is not included within the scope of the Software licensed under this Schedule, and is available only as a special option under a separate Diagnostic Materials License Agreement and may be subject to a separate licensing fee.
"Documentation" shall mean the documents and other supporting materials which are intended to support the use of an associated product, including (but not limited to) instructions, descriptions, flow charts, logic diagrams and listings of the Software, in text or graphic form, on machine readable or printed media.
"Designated Unit" shall mean a single control unit or computer identified on the first page of the Agreement, on which Software licensed hereunder may be used by Licensee.
2. SCOPE: The following terms and conditions shall apply to all Software and Documentation provided by Licensor to Licensee under the Agreement (whether included with other products listed in the Agreement or listed separately in the Agreement), together with any updates or revisions thereto which Licensor may provide to Licensee, and all copies thereof, except any Software and/or Documentation licensed directly by Licensor's supplier under a separate end-user license agreement accompanying the Software or the Documentation, in which case Licensee agrees to be bound by that license agreement as a condition to using the Software and/or Documentation. Except as expressly provided herein, and provided that in no event shall the warranties or other obligations of Licensor with respect to such Software or Documentation exceed those set forth in this Schedule, this Schedule shall be subject to the liability limitations and exclusions and other terms and conditions set forth in the Agreement. **ANY USE OF THE SOFTWARE, INCLUDING BUT NOT LIMITED TO USE ON THE DESIGNATED UNIT, WILL CONSTITUTE LICENSEE'S AGREEMENT TO THIS SOFTWARE LICENSE SCHEDULE (OR RATIFICATION OF ANY PREVIOUS CONSENT).**
3. **SOFTWARE AND DOCUMENTATION LICENSE:** Subject to the payment of any applicable annual license fee(s), whether stated separately or included in the purchase price of another product, and to Licensee's acceptance of all of the obligations set forth herein and to the fulfillment of those obligations, Licensor or, if applicable, its licensor or supplier, hereby grants to Licensee a perpetual, nonexclusive and nontransferable (except as expressly provided in this Schedule) limited license to use the Software provided by Licensor under the Agreement solely for Licensee's own use on the Designated Unit and to use the Documentation in support of Licensee's authorized use of the Software, for the purpose of operating the Designated Unit in accordance with the instructions set forth in the user's manual supplied with the Designated Unit and for no other purpose whatsoever. A separate license is required for each Designated Unit on which the Software is to be used. Licensee may obtain from Licensor one copy of the Software licensed hereunder for backup and archival purposes only as is necessary to support Licensee's own authorized use of the Software, provided that Licensee includes on or in all copies (in any form) all copyright, trade secret or other proprietary notices contained on or in the Software as provided by Licensor. Additional copies of the Documentation may be licensed from Licensor at its then applicable charges. Licensee may make the Software and Documentation (including any copies) available only to its employees and other persons on Licensee's premises to whom such disclosure is necessary to enable Licensee to use the Software or Documentation within the scope of the license provided in the Schedule. If the Software is supplied to any unit or agency of the United States Government other than the Department of Defense, the Software and Documentation are classified as "restricted computer software" and the Government's rights in the Software and Documentation shall be as provided in paragraph (c) (2) of the Commercial Computer Software-Restricted Rights clause in FAR §2.227-19 and any successor laws, rules or regulations thereto. If the Software is supplied to the United States Department of Defense, the Software is classified as "commercial computer software" and the Government is furnished the Software and Documentation with "restricted rights" as defined in paragraph (c) (1) of the Rights in Technical Data and Computer Software clause in DFARS 252.227-7013 and any successor laws, rules or regulations thereto.
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Revised 03/15/05

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AX Warranty Information

Product	Period of Warranty[1]	Coverage	
X-Ray System (not including consumables)	12 month	Full Warranty (parts & labor)	Includes Flat Pane Detectors
Following parts will include warranty as listed below:			
Image Intensifier Tubes (Simcon, Optilux)	First 12 month Month 13 through 24	Prorated credit given to customer against replacement cost	credit percentage = (24- month in use)X24*100
Flat Panel Detectors	First 12 month Month 13 through 36	Prorated credit given to customer against replacement cost	credit percentage = (36- month in use)/36*100
General Diagnostic tubes (Opti tubes, Optitop tubes) Metal Ceriter tubes Conventional ball bearing	12 month		
Air cooled tubes (Megalix .... CM)	Prorated by month up to month 12 or up to 50,000 SLU[2] whichever occurs first	Prorated credit given to customer against replacement cost	credit percentage = (12- month in use)/12*100
Water cooled tubes (Megalix .... CM ... W)	Prorated by month up to month 12 or up to 80,000 SLU[2] whichever occurs first	Prorated credit given to customer against replacement cost	credit percentage = (12- month in use)/12*100
Liquid metal bearing (Megalix CAT) Standard	Warranty to 80,000 SLU[2] or first 12 month whichever occurs first Month 13 through 24 up to a maximum of 160,000SLU	Prorated credit given to customer against replacement cost, parts only	credit percentage = (24- month in use)/24*100
TV Camera tubes (exposure tubes) and cathode-ray tubes (CRT)	12 month		
Consumables	Not covered		
Post-Warranty (after expiration of system warranty) – Replacement parts only			
Items above	Like described above, but parts only	Like described above, but parts only	Like described above, but parts only
Spare Parts	6 month	Parts only	

Note: Optional extended warranty coverage can be obtained by purchase of a service agreement.

[1] Period of warranty commences from the date of first use or completion of installation, whichever occurs first. In the event the completion of installation is delayed for reasons beyond Siemens' control, the stated warranty period shall commence 60 days after delivery of equipment.

[2] SLU: Siemens Load Unit (1 exposure or 2 seconds cine DCM (Digital Cine Mode) or 15 seconds Digital Pulsed Fluoroscopy (DPF)

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Detailed Technical Specifications

Artis zeego - latest version

Part No. / Product	Description
14411364 Artis zeego (Surgery)	**System configuration** The multiaxial, single-plane C-arm system is designed for maximum flexibility of imaging in the OR environment during minimally invasive procedures. High flexibility and fast positioning: - Innovative, compact C-arm, variable isocentric height. - Stand can travel in RAO/LAO, Cran/Caud, x-, y-, and z-axes. - 6 programmed work positions and additional 50 user-defined work positions as well as 3 direct positions. - Integrated, computer-aided collision monitoring ICP (Intelligent Collision Protection). C-arm floor-mounted stand: - Stand rotation ±90° minimum. - Double oblique projections: LAO/RAO ≥200° (maximum angulations vary depending on working position) and +45° cranial up to max. -65° caudal (maximum angulations vary depending on working position). - Variable C-arm speeds up to 25°/s. - Variable longitudinal speed up to 15 cm/s, maximum 28 cm/s in PerfVision mode. - Maximum speed for rotational angiography 60°/s. - Variable source-to-detector distance between 35 inches/90 cm and 47 inches/120 cm. - Isocenter/floor distance adjustable between 103 and 147 cm. - Focus-isocenter distance 30 inches/75 cm. **Operation** An ideal workflow requires full user operation capabilities for the system incl. imaging system and generator under sterile conditions in the examination room. That way the user is able to operate the system by himself without the need of leaving the examination room. The intuitive tableside syngo operating elements allow for managing the whole process from preparation of the patient to image post-processing in a simple and time efficient way. In the examination room: Complete system operation through modular control elements directly at the patient table for controlling C-arm movements, patient table and multileaf collimator. Touchscreen operation using multi-functional joystick for operation of the imaging system, including post-processing and quantification as well as selection of the organ programs. In the control room: Standard Siemens syngo control via keyboard and mouse for all imaging system functions such as image post-processing, storing and configuring of organ programs. **Imaging system** High-resolution digital imaging system with high quality image display, DICOM network connection and syngo user interface. In order to provide highest level system availability, the imaging system is built of two independent computer systems that manage control tasks such as real-time image processing during fluoroscopy or acquisition (acquisition only in connection with DSA option) as well as post-processing and networking functionality. This ensures the system performance will always meet the highest possible demands. **Image storage capacity** 25,000 images in 1k/12 bit image matrix (extendable) **Operating modes** - Digital pulsed fluoroscopy with pulse frequencies of 10, 15, and 30 p/s in 1k/12 bit matrix and digital real-time filtration, continuously weighted averaging with motion detector.

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Part No. / Product	Description

Part No. / Product	Description
(Continued) 14411364 Artis zeego (Surgery)	- Overlay fade: on-line superposition of active fluoroscopy and reference image. - DDO (Dynamic Density Optimization) for on-line harmonization during fluoroscopy. DDO provides a more homogeneous image impression by harmonizing over and under exposed images. This is done fully automatically, thus eliminating any further user interaction. **Image processing** - Real-time edge enhancement, positive/negative image display, windowing, contrast/brightness, electronic display (shutter), image shift (roaming), vertical and horizontal image inversion, magnifying glass and zoom functions. - Automatic and manual pixel shift, remask, peak opacification for iodine contrast (MaxOpac) and CO_2 contrast (MinOpac), adding of the anatomical background (landmark) from 0 to 100% (only in connection with DSA option). - Storing of single images as reference images also during fluoroscopy. - Quantification: angle/length measurement, automatic and/or manual calibration. - Text functions: user-definable image annotation, free annotation or by means of text components, comments line for the image, R/L display. - Fast and direct access to all series, single images and photo tits via MULTIMAP both in the examination and in the control room. **DVD/CD writer (DICOM)** DVD drive for automatic digital image storage on DVD-/CD-ROM for off-line data exchange in DICOM 3 format. **Networking** Network interface (1000 BaseT) with the following integrated DICOM 3 services: - DICOM Send: sending of images into the DICOM network. The DICOM Send function enables fully automatic transfer of generated image data to a DICOM archive or a DICOM workstation. The user can perform his examinations without interruption, while the system is fully automatically transferring the images to the archive scene by scene. This is a background process; thus does not interfere with the ongoing fluoroscopy or acquisition. - DICOM-Storage Commitment (StC): feedback from the image archive. The DICOM StC (Storage Commitment) function automatically confirms whether the generated image data was successfully transferred. This provides the necessary safety to the user before deleting the acquired images locally in the imaging system. - DICOM-Query/DICOM-Retrieve: Retrieval of archived images from a digital archive or from a workstation. The user can query image data from a previous examination or from a CT or MR system from the archive and display the data as reference image in the examination room. There is no need for a separate workstation. - DICOM Structured Report: All the quantification results obtained on the system as well as all dose information on the individual radiation releases can be saved in DICOM SR (enhanced SR) format and transferred to a DICOM network. - DICOM Print: printing of images on a DICOM laser camera via a virtual filmsheet. Selecting "Auto-Send" automatically forwards the images stored in the virtual filmsheet to the laser camera. This optimizes the workflow, eliminating the need for user interaction. In addition, a specific layout can be configured on the virtual filmsheet, which the user can review and edit on the monitor at any time. As a result, printing is only required after the layout has been optimized at the monitor, saving time and costs. **Note concerning DICOM interface(s)** For diagnostic purposes, only hardcopy cameras/laser printers explicitly approved for this system may be used. The description in the "DICOM Conformance Statement", which can be downloaded from the Internet, is binding for the functionality of the DICOM interface(s) exclusively. Functionalities across system borders with/between partner systems require explicit validation, since the interpretation of the interface by the partner/target system is not part of the product's responsibility. A modification of the interface that might be required is not included in the offer; e.g. for the rare case, that

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Part No. / Product	Description
	required, the agreements on maintenance/service of the product apply. X-ray generator

Part No. / Product	Description
(Continued) 14411364 Artis zeego (Surgery)	Microprocessor-controlled high-frequency X-ray generator with automatic dose rate control. - 100 kW at 100 kV (DIN 5822) - SID tracking (automatic tube current adaptation to source-to-image receptor distance). - Automatic X-ray control system CAREMATIC for fully automatic calculation and optimization of exposure data based on fluoroscopic data. - Patient transparency monitoring. - Tube load monitoring with indication in the data display. - Generator operation fully integrated in the system operation. The optimal X-ray parameters including appropriate kV-values depend on the transparency of the patient at the current angulation, measured during fluoroscopy. These parameters are continuously being calculated and updated. Test shots are no longer required. This ensures superior image quality and minimum radiation exposure for physician and patient with every exposure release. **Accessories included in the scope of delivery** - Arm cradles (pair) - Unilateral armrest Infusion bottle holder - Instrument tray **Siemens Remote Service SRS™** Prepared for SRS™ Siemens Remote Service (during warranty, then with service contract): - Hardware and software remote diagnosis, - System remote configuration, e.g. adding of a DICOM node. Early warning system ensuring system operation. ***syngo* Evolve for Artis zee** *syngo* Evolve is a service feature that is offered as a separate sales option for all systems of the Artis zee family. It is a key component of our upgrade strategy and allows the customer to take advantage of technological advancements. **Life - the customer care solution by Siemens Medical** From the moment you purchase your Siemens X-ray system you will benefit from many services that are offered by Life, e.g.: - Initial application training, - Interactive application e-learning, - free customer magazines, - arrangements for clinical trainings via a global network, - free trial licenses and much more. You will find information on our e-learning and further details on general Life-Services on the Internet.
14411198 DSA/DR (Surgery)	Digital subtraction angiography - with frame rates of 0,5 to 7,5 f/s, including pixel shift, remask, roadmap, peak opacification for iodine contrast (MaxOpac) and CO_2 contrast (MinOpac); - adding of the anatomical background (landmark) from 0 to 100%; - acquisition, display and storage in 1k matrix. Digital acquisition technology - in 1k/12 bit matrix and with digital real-time filtration,

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Part No. / Product	Description
	Image frequency.
04435892 DICOM Print	DICOM Print allows to print images via "virtual filmsheet" on a DICOM Laser camera. Optimization of the workflow is realized by an auto-send function for all filmsheets. Images are transferred successively. In addition, the virtual filmsheet allows an individual layout. The user can preview and even manipulate or change the layout directly on-

Part No. / Product	Description
(Continued) 04435892 DICOM Print	screen, saving unnecessary print-outs. **Note concerning DICOM interface(s)** For diagnostic purposes, hardcopy cameras/laser printers explicitly approved for this system may be used only. The description in the „DICOM Conformance Statement", which can be downloaded from the internet, is binding for the functionality of the DICOM interface(s) exclusively. Functionalities across system borders with/between partner systems require explicit validation, since the interpretation of the interface by the partner/target system is not part of the product's responsibility. A potential change of interface is not part of the offer; e.g. in the rare case that existing configurations are not sufficient. With regard to expenses for interface configurations that might be required, the agreements on maintenance/service of the product apply.
14407236 Detector 30X40 Incl. Component(MA)	**Flat detector 30 x 40** The digital high-resolution dynamic flat detector with integrated removable grid is especially designed to fulfill the requirements of angiographic and interventional applications. 154 µm pixel arrays provide high spatial resolution of 3.25 LP/mm and excellent contrast. Fluoroscopy as well as image acquisition are always done in 14 bit gray scale resolution, allowing excellent detail visibility. Acquisition frame rates are possible up to 30 f/s. Usable input formats: - Overview mode 30 cm x 38 cm (12 in x 15 in), diagonal 48 cm (19 in). - Zoom 1: 30 cm x 30 cm (12 in x 12 in), diagonal 42 cm (17 in). - Zoom 2: 22 cm x 22 cm (9 in x 9 in), diagonal 32 cm (13 in). - Zoom 3: 16 cm x 16 cm (6.5 in x 6.5 in), diagonal 22 cm (9 in). - Zoom 4: 11 cm x 11 cm (4.5 in x 4.5 in), diagonal 16 cm (6 in). - Zoom 5: 8 cm x 8 cm (3.2 in x 3.2 in), diagonal 11 cm (4 in). The compact housing design with integrated collision protection provides maximum C-arm angulation range for excellent patient access. The flat detector (30 x 40) is mounted on a motorized rotating turntable at the C-arm. This allows upright presentation of the anatomy on the monitor screen independent of the relative position of the C-arm to the patient at all times. It can be rotated by 90°, so that it can be adjusted to landscape format or portrait format. Any angle in-between can be adjusted. Motorized adjustment of the detector-patient distance. The data transfer from the detector to the imaging system is done via a high-speed Gigalink fiber optic cable. Removing grids: The grid can easily be removed, saving time for the user when procedures do not need a grid such as in pediatric cardiology (to save additional dose). **Megalix Cat125/15/40/80 X-ray tube assembly** Three-focus high-performance X-ray tube assembly with metal center tube with lubricated spiral groove bearing technology for permanent, noise-free rotation. - Max. tube voltage 125 kV. - Focus 0.3/0.6/1.0 (15/40/80 kW) - Anode angle 12°

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Part No. / Product	Description
	High tube power provides brilliant image quality even with heavier patients. In addition there is no need for X-ray pauses even during lengthy cases. The X-ray tube is completely silent which is an additional benefit for patient and user. Angio collimator Compact multileaf collimator for DSA and cardiological applications with rectangular diaphragm, wedge-shaped filter diaphragms and finger-shaped graduated filter.

Part No. / Product	Description
(Continued) 14407236 Detector 30X40 incl. Component(MA)	- Five-step adaptive Cu pre-filtration (CAREFILTER) to reduce the equivalent skin dose and improve radiation quality through dose reduction of the soft radiation parts. Filter steps: 0.1; 0.2; 0.3; 0.6; 0.9 mm Cu. - Independent rotation and shifting of filter diaphragms. - Automatic synchronous rotation of detector and collimator unit to compensate image rotation in the different working positions of the gantry. CAREFILTER is an intelligent control software, that helps minimize X-ray dose without negative impact on image quality. Especially the soft radiation gets reduced. During fluoroscopy and acquisition special copper prefilters are being inserted fully automatically into the X-ray beam depending on current X-ray transparency calculated by CAREMATIC. This provides optimal prefilter values at any time. For the user it would be too time consuming to adjust prefiltration via manual operation. CAREWATCH Display of the measured dose-area product and the calculated patient entrance dose (CAREWATCH) at the flatpanel display. Electronics unit with DIAMENTOR measuring chamber integrated in the collimator housing for detection of the dose-area product and the calculated patient entrance dose (CAREWATCH). Configurable displays on data display and image system monitor. - During fluoroscopy: Patient entrance dose rate. - During fluoroscopy interval: Accumulated patient entrance dose or dose-area product or percentage of the dose limit (total dose from fluoroscopy and acquisition). The critical equivalent dose of the skin (skin dose) to avoid X-ray related skin injury is at about 2 Gy. CAREWATCH consistently calculates and displays the actual accumulated skin dose (in percent of the 2 Gy limit). This helps the user to realize a potential patient hazard early enough.
14407240 Table OR Version	Floor-mounted patient positioning table designed for angiographic examinations and interventions. - Direct patient access from all sides, both through the swivelling table and large tabletop cantilever. - ±15° Trendelenburg position. - ±15° lateral tilting range. - Iso-fit: functionality for maintaining the projection during table tilt along the patient axis. - Motorized, power-dependent table movement in longitudinal direction when the table is tilted (power-assisted control). - Electromechanical release of table swivel by the push of a button at the table. - Telescopic foot with motorized height adjustment. - Maximum patient weight: 200 kg plus 40 kg of supplied accessories.
14404984 PERISTEPPING / PERFUSION	Excellent image quality from the abdomen to the feet is due to the fact that adjustable parameters such as acquisition framerate, measuring fields, position of collimator blades and semitransparent filters are stored specifically for each table position. That way the different X-ray transparencies for abdomen, legs and feet can be compensated and a consistent, contrasty image quality is provided. Just one single injection of contrast media protects the health of the patient and gives the physician an instant, subtracted image display of the peripheral blood vessels. PERISTEPPING: Peripheral digital stepping angiography with only a single contrast medium injection under visual control of the bolus flow.

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Part No. / Product	Description
	C-arm stepping with ceiling mounted systems, table stepping with floor mounted and biplane systems. - Position-dependent variable frame rates. - Fully automatic exposure control. - Automatic storage of the collimator settings for each step. PERVISION: Peripheral digital stepping angiography with online subtraction display in an examination procedure with only one single contrast medium injection under visual control of the bolus flow. - Only one single automatically acquired mask image for each individual position - Position-dependent variable frame rates.

Part No. / Product	Description
(Continued) 14404984 **PERISTEPPING / PERVISION**	- Fully automatic exposure control. - Automatic storage of the collimator setting for each step.
14407064 **Tabletop(wide)/Mattress(thin)**	Tabletop made of carbon fibre in wide, straight design for universal use. The tabletop is straight all the way to the head area. Special foam mattress matching the tabletop for maximum comfort. This visco-elastic comfort mattress for the long and straight tabletop, reacting to temperature, has the special property of adapting to the individual body shape under the influence of body weight and heat.
14400429 **DCS 6 pro 2xBWD-19D(Live+Ref+4xPrp)**	Ceiling-mounted, swivelling, rotating, height-adjustable display suspension system with longitudinal travel with two 19" high-contrast b/w displays for live and reference image display in the examination room. Displays in monochrome TFT technology with high luminance and extended viewing angle. - 19" (48 cm) monitor. - Resolution: 1,280 x 1,024 (pixel). - Maximum brightness (typ.): 1,000 cd/m². - Flicker-free and distortion-free image display. - Ambient light sensor for optimum adaptation to the room brightness.
14407165 **C-Room DVI 1xBWD-19 (Live) -36m**	19" high-contrast b/w display for live image display, as well as syngo operation in the control room. Table design with black frame. Display in monochrome TFT technology with high luminance and extended viewing angle. - 19" (48 cm) monitor. - Resolution: 1,280 x 1,024 (pixel). - Maximum brightness (typ.): 1,000 cd/m². - Flicker-free and distortion-free image display. - Ambient light sensor for optimum adaptation to the room brightness.
04435850 **Vessel analysis**	Measuring program integrated in the imaging system for objective, accurate and reproducible evaluation of vessels. - Automated contour detection. - Determination of degree of stenosis. - Automatic and manual reference diameter determination. - Automatic and manual calibration methods. - Distance and angle measurement. The vessel analysis allows precise quantification under sterile conditions, direct at table side with the touchscreen console. This speeds up the intervention and makes the procedure more comfortable for the patient. The reports can be easily stored in the patient folder for documentation and to show the correct analysis of dilatations etc. Especially to be used for vessel sizes between 3mm and 42mm.

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Part No. / Product	Description
04435801 Automap	Optimized procedure workflow, especially during interventions is the result of the automap-function. A selected reference image displaying the needed medical information (e.g. before dilatation) is used as the basis for moving the system to the correlated position automatically. The intervention can be continued immediately without manually repositioning the patient. Vice versa, an already stored reference image for a dedicated system position is automatically displayed when automap is selected, making it easy to switch from one angulation to another with instantly available image information.
04435926 DICOM HIS / RIS	Note concerning DICOM interface(s) For diagnostic purposes, hardcopy cameras/laser printers explicitly approved for this system may be used only. The description in the „DICOM Conformance Statement", which can be downloaded from the Internet is binding for the functionality of the DICOM interface(s) exclusively.

Part No. / Product	Description
(Continued) 04435926 DICOM HIS / RIS	Functionalities across system borders with/between partner systems require explicit validation, since the interpretation of the interface by the partner/target system is not part of the product's responsibility. A potential change of interface is not part of the offer; e.g. in the rare case that existing configurations are not sufficient. With regard to expenses for interface configurations that might be required, the agreements on maintenance/service of the product apply.
14409318 Lower body radiation protection	The lower body radiation protection can be attached to the accessory rails either on the right or on the left side of the patient positioning table. It consists of the following independent shielding units: - A basic unit shielding the area between accessory rails and the floor. It is flexible and can be adapted to the examiner's preferences. - Two clip-on units pointing upwards from the upper edge of the basic unit with a length of 57 cm and 27 cm. Option: A third upward-pointing scattered radiation shielding unit that can be clipped onto the upper edge of the basic unit, with a length of 27 cm. The scattered radiation shielding units can be attached to the basic unit in an overlapping and fan-shaped way providing a closed, adapted scattered radiation protection even in the lower thorax area. The maximum load of the accessory rails is 40 kg, the weight of the attached scattered radiation protection is 8 kg.
14409254 C-Room Table Support Short	Rail profile: - Weight: 1.4 kg - Rail length: 12 cm - Width: 20 cm - Height: 14.5 cm
14407176 syngo Keyboard, English - US	Keyboard for easy operation of syngo (browser, viewer, filming). There are special keys for windows, sheets, printing, marking and network communication.
04453979 Head module	The insert with accessory rails attached to the right, left and head end slides over the outer edges of the patient positioning tabletop. It is locked in place through two locking bolts on either side. The part to be inserted underneath the tabletop consists of radiolucent carbon fibre material, which avoids disturbing edges in the image. - load capacity of the accessory rails: 40 kg max. - length of the accessory rails: 45 cm.
04453986 Body module	The insert with accessory rails attached to the right and left slides over the outer edges of the patient positioning tabletop.

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Part No. / Product	Description
	It is locked in place through two locking bolts on either side. The part to be inserted underneath the tabletop consists of radiolucent carbon fibre material, which avoids disturbing edges in the image. - load capacity of the accessory rails: 40 kg max. - length of the accessory rails: 45 cm.
14409394 **Anesthetic arm, bendable**	The flexible, curved anesthesia screen holder serves as a holder for sterile cloths (anesthesia screen) between head and abdominal area of the patient. With its two brackets it is attached to the accessory rails of the accessory rail module, which slides over the outer edges of the table top. The weight of the anesthesia screen holder is 1 kg.
AXA_INITIAL_32 **Initial onsite training 32 hrs**	Up to (32) hours of on-site clinical education training, scheduled consecutively (Monday – Friday) during standard business hours for a maximum of (4) imaging professionals. Training will cover agenda items on the ASRT approved checklist. Uptime Clinical Education phone support is provided during the warranty period for specified posted hours. **This educational offering must be completed (12) months from install end date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.**
AXA_CUSTCD_TR **Onsite Pre-requisite CD/WBT Training**	Pre-requisite basic clinical education training through WBT (web based training) and/or CD ROM to be completed prior to on-site training.
AXA_ARTIS_BCLS **Basic Artis Class**	Tuition for (1) imaging professional to attend Siemens class at Siemens Training Center, this class is a requirement for (1) imaging professional to participate prior to on-site training. The objective of this class is to understand the basic operations of the ARTIS systems and have an overall fundamental knowledge of standard and optional features. This class includes lunch, economy airfare, and lodging for (1) imaging professional. All arrangements must be arranged through Siemens designated travel agency. **This educational offering must be completed (12) months from install end date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.**
AXA_FOLLOWUP_8 **Follow-up training 8 hrs**	Up to (8) hours of follow-up on-site clinical education training, scheduled consecutively (Monday – Friday) during standard business hours for a maximum of (4) imaging professionals. Uptime Clinical Education phone support is provided during the warranty period for specified posted hours. **This educational offering must be completed (12) months from install end date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.**
AXA_ADD_32 **Additional onsite training 32 hours**	Up to (32) hours of on-site clinical education training, scheduled consecutively (Monday – Friday) during standard business hours for a maximum of (4) imaging professionals. Training will cover agenda items on the ASRT approved checklist, if applicable. **This educational offering must be completed (12) months from install end date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.**
EPW9390160UPS **Eaton Powerware 9390 160 kVA UPS**	**Complete system backup without interruption.** One UPS per lab. The Artis system will be supplied by the UPS with full power to all functions in case of power failure. The operator is not restricted to emergency fluoroscopy. **Operation:** - In case of power failure, the complete Artis system is backed up without interruption to the system or any imaging functionality. - Full system operation including fluoroscopy and acquisition are possible without interruption. There will be no interruption even in the case of a power failure in the middle of an acquisition. - No interruption to workflow - No re-boots required. - Additional advantage of an on-line power conditioner for complete system. - Includes UPS, battery, maintenance bypass panel, and one year on-site parts and labor coverage (24X7) by Eaton Powerware. Battery power is supplied for a 10 minute backup at continuous full power. This should allow the lab to continue operation for at least 45 to 90 minutes in normal operation.

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Part No. / Product	Description
	This product has been tested and verified for compatibility with the following Siemens' products: Artis Zee. Compatibility with other products cannot be assured and may void service contracts and/or system warranties.
14407162 **2nd DCS 2 DVI** **1xBWD-19** **(Live+Prep)**	Ceiling-mounted, swivable, rotatable and height-adjustable display suspension system with longitudinal travel and one (1) 19" high-contrast b/w display for live image display. Display in monochrome TFT technology with high luminance and extended viewing angle. - 19" (48 cm) monitor. - Resolution: 1,280 x 1,024 (pixel). - Maximum brightness (typ.): 1,000 cd/m². - Flicker-free and distortion-free image display. - Ambient light sensor for optimum adaptation to the room brightness.

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Part No. / Product	Description
AXA_PR_BLUE1 Special System Configuration 1	Siemens is pleased to offer this special incentive to customers purchasing Siemens interventional imaging solutions.
AXA_CAS_MRKT_ADV Cassling Marketing Services Adv Pkg $8,000 (Optional)	Cassling Marketing Services - Advanced Package includes development of a customized marketing plan to promote your new offering and development of support materials to clearly and creatively convey your messages. Cassling will develop six promotional pieces, chosen by the customer from a menu of services, to help support the marketing plan. Development includes copy and design services only and does not include production or placement of finished pieces. DISCLAIMER: With respect to any consulting, marketing or professional services offered by Cassling Diagnostic Imaging, Inc. ("Cassling") to the Purchaser and included on this Quotation: (a) Siemens does not promote or market the sale of these services; (b) the inclusion of any such services on the Quotation is solely for the convenience of Purchaser and Cassling, (c) Purchaser has made the selection of these services on its own, (d) Siemens makes no endorsement, representation, warranty or guarantee whatsoever with respect to these services, and (e) Purchaser will assert no claim whatsoever against Siemens with respect to these services, and will look solely to Cassling regarding any such claims.

DIVIDER II: PROPOSAL DESCRIPTION

1. Provide a complete detailed description of the project.

Applicant proposes to acquire a Siemens Artis Zeego angiography system as part of an integrated, hybrid operating room that will be used as an endovascular suite. Angiography, also referred to as arteriography, is a medical imaging technique used to visualize the inside of blood vessels and organs. A radio-opaque contrast agent is injected into the blood vessel, and then x-ray based fluoroscopic images are taken. This imaging technique helps physicians perform minimally invasive endovascular procedures, and also helps physicians determine when open surgery is required. The angiography system will be used in a sterile, "hybrid" operating room. The objective of the technology is to provide advanced imaging within a hybrid operating room environment that will allow the surgeon to complete both open surgical, and endovascular procedures in one setting without the necessity of moving the patient if the approach must be changed or if both treatment methods are required.

Imaging Capabilities

The proposed equipment includes a highly flexible, floor-mounted, multi-axial, single-plane C-arm system, which provides superior patient visualization for the physician. This fluoroscopic imaging obtains real-time moving images of a patient's internal structures. Fluoroscopic imaging is also safer than other imaging methods because it provides lower radiation doses to the patient.

The C-arm's robotic technology allows the physician to position the C-arm precisely where the physician wishes, enabling the physician to visualize a patient's internal organs from multiple sides, and blood vessels from all angles, with unprecedented precision.

In addition, the C-arm's digital, high-resolution imaging produces cross-sectional images, as well as large volume, three-dimensional imaging. These features enable the C-arm to produce images comparable to images produced with a traditional CT scanner. Finally, the Siemens Artis Zeego's small footprint optimizes the operating room space and workflow.

Minimally Invasive Procedures

The Siemens Artis Zeego angiography system is used to perform minimally invasive endovascular procedures, such as placement of stents and stent grafts, and other percutaneous vascular interventions. For example, in his attached letter of support, Jack Oak, M.D., explains how the availability of endovascular repair for patients with abdominal aortic aneurysms reduces complications and recovery time. Before endovascular repair was available, treatment required a large abdominal incision, and a week-long recovery in the intensive care unit and

hospital. With endovascular repair, however, an aortic stent graft is inserted through two small groin incisions—and the patient goes home the next day.

In addition, the angiography system is capable of performing endovascular repair of brain aneurysms, as an alternative to the craniotomy (open head surgery). While Applicant does not plan to use the angiography system for this purpose immediately, with the Applicant's many neurosurgical specialists, it is a possible additional future use of the equipment.

Advantages of the Hybrid Operating Room

The use of the proposed angiography imaging system in a hybrid operating room—a room capable of imaging, surgical procedures, and minimally invasive endovascular procedures—allows for "almost immediate delivery of major surgical care onsite." See letter of support from Ronald D. Leidenfrost, M.D., cardiothoracic surgeon. The hybrid operating room will give Applicant the ability to bring a patient with a critical condition into the hybrid operating room, obtain extremely accurate images of the patient's condition, immediately determine if the patient needs open surgery or a less invasive endovascular procedure—and have the option of performing either procedure without leaving the room.

The hybrid arrangement also allows physicians to immediately and easily transition between surgical and endovascular procedures, if the patient's condition changes. If complications such as bleeding arise, the physician can immediately begin administering anesthesia and operating, without having to transfer the patient. For patients in critical condition, potentially facing fatal blood loss, the time and motion required to move the patient can be devastating. The hybrid operating room solves this problem.

2. **Provide a legible city or county map showing the exact location of the project.**

See attached map.

3. **Define the community to be served.**

Applicant's primary service area includes counties in both Missouri and Illinois.

The Missouri service area comprises St. Louis County, St. Louis City, Jefferson County, Franklin County, St. Charles County, Pike County, Lincoln County, Warren County and St. Francois County.

The Illinois service area comprises Madison and Bond.

In addition to the above counties, St. Luke's Hospital has referring physicians practicing in an additional thirteen Missouri counties and fourteen Illinois counties.

4. **Provide the 2015 population projections for the proposed geographic service area.**

St Louis County	975,010
Jefferson	233,487
Franklin	106,652
St Charles	402,519
Pike	18,614
Lincoln	65,293
Warren	36,410
St. Francois	67,349
Total:	**1,905,334**

These Missouri 2015 population projections were provided by the Missouri Bureau of Health Informatics.

Illinois:

Madison	276,185
Bond	18,386
Total:	**294,571**

The source of this data is the Illinois 2015 population projections by county, published by the Illinois Department of Commerce, available at http://www.commerce.state.il.us/dceo/Bureaus/Facts_Figures/Population_Projections/.

Total population Missouri and Illinois service areas combined: 2,199,905

5. **Provide other statistics to document the size and validity of any user-defined geographic service area.**

Applicant refers to its responses to items 3 and 4, above.

6. **Identify specific community problems or unmet needs the proposal would address.**

As discussed in the project description in more detail, Applicant's ability to perform minimally invasive endovascular procedures with this angiography system will reduce patient complications and recovery time—which will in turn reduce health care costs. Patient care, treatment outcomes, and workflow

efficiency will be enhanced by the hybrid operating room arrangement. Patients previously had to be moved from an imaging room to an operating room, which is time consuming and life threatening for critical patients. With this equipment and hybrid suite, physicians will be able to perform imaging, open surgery, and minimally invasive procedures in one room. In addition, the equipment's advanced, superior imaging technique enhances diagnosis and treatment accuracy and patient outcomes.

Approval of this project will also provide more treatment options for patients with vascular disease. See letter of support from Jack Oak, M.D. This equipment will allow complex cases to be performed on patients previously deemed unfit for surgery or too high of an operative risk. In addition, procedures will be safer for patients due to shorter procedure lengths; smaller radiation doses; better image resolution; the use of less contrast material (dye); and decreased blood loss. Finally, large and obese patients will benefit from the Siemens Artis Zeego system, which can accommodate patients of greater size.

7. **Provide historical utilization for each of the past three years and utilization projections through the first three years of operation of the new equipment.**

Historical utilization is not applicable since this is a new piece of equipment.

	FY 2011 Projected	FY 2012 Projected	FY 2013 Projected
Procedures	118	129	142

8. **Provide the methods and assumptions used to project utilization.**

Please see Applicant's response to Divider III, item 3.

9. **Document that consumer needs and preferences have been included in planning this project and describe how consumers had an opportunity to provide input.**

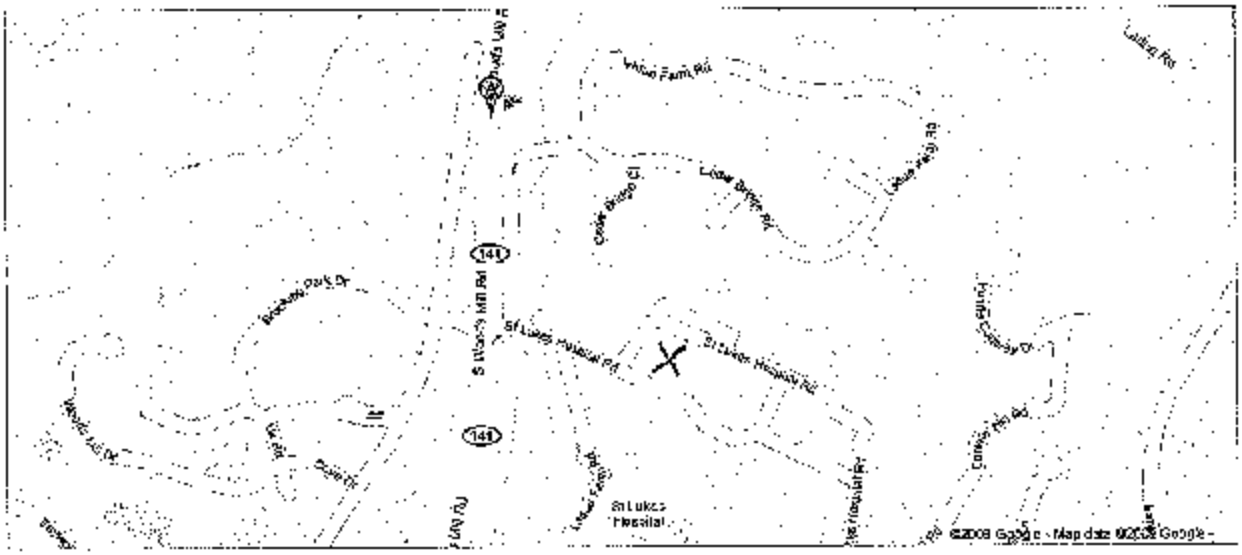
Applicant sought input from its physicians who will use the equipment, as well as its physicians who will refer patients for procedures using this equipment. Input from these physicians significantly influenced Applicant's decision to acquire an angiography system. Physicians evaluated the available equipment offered by different manufactures, and helped Applicant select this particular system. The project was also reviewed by Applicant's board of directors as part of the strategic planning process.

A notice was also published in the Suburban Journal on September 30, 2009. A copy of the Affidavit of Publication is attached.

10. **Provide copies of any petitions, letters of support or opposition received.**

Letters of support are attached. Additional letters will be forwarded to the Committee as they are received.

Google maps Address

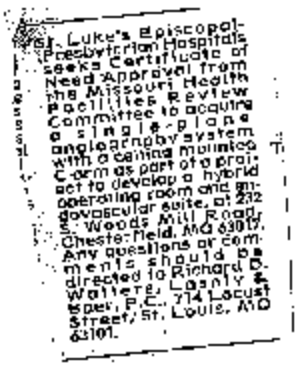


ST. LOUIS POST-DISPATCH

AFFIDAVIT OF PUBLICATION

LASHLY & BAER, P.C.
724 LOCUST STREET
ST. LOUIS, MO 63101

AD # 1164286


St. Luke's Episcopal-Presbyterian Hospitals seeks Certificate of Need Approval from the Missouri Health Facilities Review Committee to acquire a single-plane angiography system with a ceiling mounted C-arm as part of a project to develop a hybrid operating room and endovascular suite, at 232 S. Woods Mill Road, Chesterfield, MO 63017. Any questions or comments should be directed to Richard D. Walters, Lashly & Baer, P.C., 714 Locust Street, St. Louis, MO 63101.

THE ATTACHED ADVERTISEMENT WAS PUBLISHED
IN THE SUBURBAN JOURNALS
ON THE FOLLOWING DATES:

WEDNESDAY, SEPTEMBER 30, 2009

COMPANY REPRESENTATIVE

SWORN TO AND SUBSCRIBED BEFORE ME
THIS October 2, 2009.

NOTARY PUBLIC, CITY OF ST.LOUIS

AFFIDAVIT CHARGE $ 5.00 EACH

MICHELLE L. SMALLEY
Notary Public, Notary Seal
State of Missouri
St. Louis City
Commission # 09402768
My Commission Expires July 25, 2013

900 N. TUCKER BLVD., ST LOUIS MO 63101-1099 PHONE 314-340-8000

ST. LOUIS SURGICAL CONSULTANTS, P.C.
226 SOUTH WOODS MILL ROAD, SUITE 49 WEST
CHESTERFIELD, MISSOURI 63017
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FAX: (314) 434 4410

THOMAS E. NIEDEN, M.D., F.A.C.S.
CHRISTOPHER S. CROHN, M.D., F.A.C.S.
JOHN E. MASON, M.D., F.A.C.S.
MARI A. FAIRBAIRN, M.D., F.A.C.S.
JACK R. OAK, M.D.

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GENERAL SURGERY

October 8, 2009

Thomas R. Piper
Missouri Health Facilities Review Committee
3418 Knipp Drive, Suite F
Jefferson City, MO 65109

Dear Thomas Piper:

I am writing in support of St. Luke's application for a Certificate of Need for the equipment to operate a hybrid operating room. As a vascular surgeon, I can attest that the field of endovascular surgery has developed tremendously in the past decade.

As new innovative techniques are developed that offer low risk alternatives in treating vascular disease, more patients will have options to help treat their vascular disease. For example, just in the past 8 years, more patients are having their abdominal aortic aneurysms repaired with endovascular techniques with an aortic stent graft through two small groin incisions and going home the next day; unlike years before, where patients would require a much larger abdominal incision and be in the intensive care unit and hospital for around one week. The 30 day complication rates for an endovascular repair for this surgery has been documented to be much lower than the traditional open repair.

Moreover, as the population around St. Luke's ages and as vascular disease become more complex, by having a hybrid room where state of the art imaging equipment allows one to perform combination open and minimally invasive endovascular techniques, it offers a potential safer way to treat our aging population.

Also, a hybrid room will allow for the surgeons and ancillary staff to work in a safer environment. A fixed fluoroscopy unit provides lower dose radiation scatter and better imaging quality to perform the necessary procedures safely, no matter how simple or complex, as compared to portable fluoroscopy devices being currently used.

I would hope that approval for the Certificate of Need for the equipment for the hybrid operating room would be approved in a timely fashion to help better serve the growing population served by St. Luke's Hospital in the West County area. If you have any questions or need any more information, please do not hesitate to contact me.

Sincerely,

Jack Oak, M.D.

St. Luke's HOSPITAL
Our specialty is you.

October 5, 2009

Thomas R. Piper, Director
Missouri Health Facilities Review Committee
3418 Knipp Drive, Suite F
Jefferson City, MO 65109

Dear Mr. Piper:

My name is David Krajcovic, MD and since 1995 I have served as the Chief of Surgery at St. Luke's Hospital in Chesterfield, Missouri. I am writing this letter in support of our hospital's application for a CON regarding the purchase of a SIEMENS Hybrid fluoroscopy unit as a primary component of a hybrid vascular operating suite.

During my surgical training, as a bit of history, vascular surgery was developed and an exciting field having started in 1950s and had advanced significantly in the 1960s. All cases were performed in operating suites and were called "open" procedures, meaning that the vascular structures to be repaired or replaced were approached directly with an incision and then intraoperative exposure of the vessels to be replaced, repaired or "cleaned out" of atherosclerosis material disease, which had occurred over a lifetime. Such an approach, which started with large, major arteries within the abdomen and chest moved rapidly and expanded to include small peripheral, but not insignificant vessels, with bypasses performed to the lower leg and endarterectomies of carotid vessels to the brain for stroke prevention.

Parallel to this, the radiologic field of medicine was developing interventional procedures, which were performed by puncturing of arteries through the skin for catheterization and passing catheters for delineation of narrowing or blockage amenable to dilation with balloons initially and subsequently stents to keep blocked arteries open.

Over the past 12 to 15 years, the field of vascular surgery has melded with the radiologic interventional approach to perform many cases with combined techniques where the arteries in the groin are exposed and opened to allow passage of stents for sites unheard of prior to this period, therein development of the term "hybrid" approach. At present the majority of vascular procedures as performed by vascular surgeons and interventional radiologists are done this way, ie., as an example, stenting of aortic aneurysms.

These less invasive procedures have shortened hospital stay and reduced complications. Just as laparscopic removal of gallbladders, overnight, "revolutionized" abdominal surgery and intestinal surgery so has this combined surgery and radiologic approach changed the landscape for vascular disease amenable to interventions. The vascular surgeons at St. Luke's Hospital have been active in this field. Currently they use portable fluoroscopy equipment in the operating room but as the technology and sophistication of the procedures has progressed, so has the need for specifically designed & equipped operating suites become necessary. Therefore the term HYBRID (a combined surgery/radiology suite) has evolved.

Major justification for the proposed suite is the need for a dedicated sterile operating environment with state of the art radiologic equipment to view the diseased vessels from multiple plains. These procedures which have and will continue to evolve incorporate more complex situations requiring the ability to proceed to an immediate open approach if bleeding/complications occur requiring general anesthesia without moving the patient from a radiologic to an OR suite.

These complex procedures require a sterile HYBRID operating room especially designed and equipped to handle such situations. The equipment currently used is portable which was adequate 5-6 years ago with the start of these procedures, but with advances in technology over these past 5-6 years, now requires a dedicated suite with especially designed equipment.

In all fields of medicine, in this day and age, if you are not keeping up with the continued advances in each particular field, you are not standing still or maintaining the status quo; you are being left behind. The number of cases we have done and the increased potential of numbers we project justify the purchasing of such equipment as necessary to develop a state of the art HYBRID operating suite.

Thank you for your attention to this matter. If I can provide additional answers of questions, please feel free to call me.

Sincerely,

David Krajcovic, M.D.
Chief, Dept. of Surgery

St. Luke's
MEDICAL GROUP

CARDIOTHORACIC SURGERY

Ronald D. Leidenfrost, MD, FACS
Cordie C. Coordes, M.D, FACS
J. Gregory Lugo, MD, FACS
James R. Scharff, M.D.

314-434-3049 Phone
314-205-6916 Fax
314-364-3285 Exchange

October 16, 2009

Thomas R. Piper, Director
Missouri Health Facilities Review Committee
3418 Knipp Drive
Suite F
Jefferson City, Missouri 65109

Re: Hybrid Operating Room

Dear Mr. Piper:

I have been a practicing cardiothoracic surgeon at St. Luke's Hospital for the past twenty five years. During that time, we have seen the development and implementation of many technologies in medicine which have served our patients well. This includes not only faster diagnosis and treatment including early detection and cure but also the delivery of more complex care to more people closer to their homes. Presently St. Luke's Hospital is embarking on a plan to add a hybrid operating room to its present facilities.

The major importance in the utilization of a hybrid operating room includes the possibilities for the utilization of more minimally invasive techniques in a setting which, if required, would allow for almost immediate delivery of major surgical care on site. The importance of minimally invasive techniques could not be more emphasized, especially in the face of increasing challenges to be met on the economic horizon of the twenty first century. I believe that for every dollar spent to advance technology, we will be able to not only save lives and improve quality of life but actually, in the long run, save many more valuable health care dollars.

St. Luke's is the kind of hospital that you and I would want ourselves and families to be taken care of in should that need arise. Speaking from personal experience, I myself am not only walking and talking but operating on hearts after having had major surgery emergently at St. Luke's eleven years ago. I can assure you that having on site advanced technology at St. Luke's at that time was invaluable to me and my family and remains so.

I invite you to visit us here at St. Luke's at any time.

Sincerely,

Ronald D. Leidenfrost, M.D.

RDL/ss

222 S. Woods Mill Rd. Suite 550 North Chesterfield, MO 63017

St. Luke's HOSPITAL
Our specialty is you.

PAUL A. MENNES, MD
Chief, Department of Medicine

314-542-4854 Phone

October 12, 2009

Mr. Thomas Pieper, Director
Missouri Health Facilities Review Committee
3418 Knipp Drive, Suite F
Jefferson City, MO 65109-5701

Dear Mr. Pieper:

This letter is written in support of St. Luke's Hospital application for Certificate of Need for a hybrid operating room.

I have been on the staff at St. Luke's Hospital for the past 33 years and for the past 20 years have served as Chairman of the Department of Medicine and Chairman of the Medical Executive Committee.

St. Luke's Hospital provides high quality medical and surgical care to the citizens of Chesterfield, Ballwin, Town & County, and Creve Coeur and unincorporated areas of St. Louis County as well as having a significant referral pattern from western Illinois and parts of St. Charles County as well as Troy, Bowling Green, and Louisiana, MO.

St. Luke's Hospital remains at the forefront of the care of patients with cardiovascular disease. Recent developments in the field of endovascular surgery make a combined approach for patients with vascular disease involving both interventional radiologists and vascular surgeons. Many of the procedures that have required major surgical procedures and prolonged hospital stays can now be accomplished by endovascular repair of abdominal aortic aneurysms and aneurysms and occlusive lesions involving the blood supply to the lower extremities. This is best accomplished in a single room that can be both used for interventional radiographic procedures such as arteriograms and a surgical approach to the correction of the occlusive lesions found at the time of arteriography.

The development of such as hybrid operating room will allow for patients to be cared for in an optimal way taking advantages of the new developments in endovascular surgery.

This process will allow for improved patient results, a lower cost, and a shorter length of hospitalization for patients utilizing St. Luke's Hospital services. I urge your approval of this project. Thank you for your consideration.

Yours truly,

Paul A. Mennes, M.D., FACP
Clinical Professor of Medicine
Washington University School of Medicine
PAM/mrh

C: Mr. Donald Miller/Vice President Operations/St. Luke's Hospital/232 S. Woods Mill Rd./Chesterfield, MO 63017

222 S. Woods Mill Road Suite 750 North Chesterfield, MO 63017

ST. LOUIS SURGICAL CONSULTANTS, P.C.
223 SOUTH WOODS MILL ROAD, SUITE 49 WEST
CHESTERFIELD, MISSOURI 63017
PH: (314) 434-1211
FAX: (314) 434-4419

THOMAS E. NIESEN, M.D., F.A.C.S.
CHRISTOPHER S. CRONIN, M.D., F.A.C.S.
JOHN E. MARCH, M.D., F.A.C.S.
MARK A. FARDNER, M.D., F.A.C.S.
JACK H. OAK, M.D.

PRACTICE LIMITED TO:
LAPAROSCOPIC SURGERY
BREAST SURGERY
SURGICAL ONCOLOGY
VASCULAR SURGERY
GENERAL SURGERY

October 5, 2009

Thomas R. Piper, Director
Missouri Health Facilities Review Committee
3418 Knipp Drive, Suite F
Jefferson City, MO 65109

RE: St. Luke's Application for Hybrid Operating Room

Dear Members:

I am writing in support of St. Luke's application for a Certificate of Need for construction of a Hybrid operating room. This operating room will be used for the latest advances in endovascular surgery, including stents, stent grafts and other percutaneous vascular interventions. These procedures are becoming more widespread and more necessary due to the aging of our population and the advances in new technology. We anticipate that the need for these procedures will expand exponentially in the future.

I have been on staff at St. Luke's Hospital as a vascular surgeon now for 23 years and I have watched the advances and changes in my field continue to expand and require these new facilities. I think we can anticipate that this Hybrid operating room will also be used for cardiac procedures. Again, with our aging population, the requirements for this will continue to expand, also exponentially.

Therefore, I strongly support St. Luke's application for this Certificate of Need.

Sincerely,

Thomas E. Niesen, M.D.

TEN:cb

St. Luke's
MEDICAL GROUP

CARDIOTHORACIC SURGERY

Ronald D. Leidenfrost, MD, FACS
Cordie C. Coordes, MD, FACS
J. Gregory Lugo, MD, FACS
James R. Scharff, M.D.

314-434-3049 Phone
314-205-6916 Fax
314-264-5285 Exchange

October 13, 2009

Thomas R. Piper, Director
Missouri Health Facilities Review Committee
3418 Knipp Drive
Suite F
Jefferson City, Missouri 65109

Re: Hybrid Operating Room

Dear Mr. Piper:

I am writing in support of St. Luke's construction of a hybrid operating room.

As a practicing cardiac surgeon for the last two and a half years at St. Luke's, I have been very impressed at the quality of surgical care St. Luke's provides this community. They have been able to stay on the leading edge of surgical advances both in terms of techniques as well as technology. In order to move forward with various advances in the world of cardiac surgery, a hybrid operating room will be central to the role to move forward. By being able to provide hybrid surgical procedures, St. Luke's Hospital will certainly be able to improve the quality of services we provide to the people of St. Louis as well as the surrounding areas.

St. Luke's is a valued community asset and has continued to be recognized as one of the 50 Best Hospitals by HealthGrades. By establishing a hybrid surgical suite, we will continue to be able to provide cutting edge surgical procedures to improve the health and quality of health care delivered to this community.

If you have any questions, I would be happy to speak with you in person.

Sincerely,

James R. Scharff, M.D.

JRS/ss

222 S. Woods Mill Rd. Suite 550 North Chesterfield, MO 63017

DIVIDER III: COMMUNITY NEED CRITERIA AND STANDARDS

1. **For new units address the need formula for the 15-mile radius and any proposed geographic service area.**

   Not applicable.

2. **For new units, address the minimum annual utilization standard for the 15-mile radius and any proposed geographic service area.**

   Not applicable.

3. **For any new unit where specific need and utilization standards are not listed, provide the methodology for determining need.**

   Applicant developed conservative estimates of patients who will benefit from procedures performed using this equipment, using an analysis of its service area and medical staff. Physicians contributed to this analysis by reviewing the number of patients they treated in the past year, and projecting which of those patients could have been treated with the proposed angiography system in the hybrid operating room. Applicant also considered the expected patient volume attributable to Applicant's new vascular surgeon.

4. **For additional units, document compliance with the optimal utilization standard, and if not achieved, provide documentation to justify the additional unit.**

   Not applicable.

5. **For evolving technology address the following:**

   a. **The medical effects as described and documented in published scientific literature;**

   The Siemens Artis Zeego angiography system is very flexible, and may be positioned exactly as the physician requires. The proposed system also provides full body coverage and has an advanced imaging system that minimizes contrast (dye) usage and x-ray radiation doses, which will result in fewer patient complications. It also provides a large field of view with its large volume Dyna CT feature, which provides visualization of the entire abdomen, which is a clear advantage when treating large and obese patients. The proposed system also provides imaging of the entire skull, which enables physicians to view both tumors and the vessels feeding them. This large field of view also facilitates carotid stenting by allowing the physician to see both cerebral vessels and the

carotid artery in a single image. These superior imaging capabilities increase the accuracy of treatment planning and patient outcomes.

The proposed system also features road mapping, which brings greater speed, control and precision to the procedure, producing more accurate results and improved patient outcomes. Road mapping allows the clinician to identify possible intra-procedural complications quickly, raising the chances of resolving the complication. The images can also be coordinated with other clinical data to improve treatment management for aneurysms, arteriovenous malformation, stroke and surgical planning.

The use of this technology has documented increases in the period 2000 to 2005 in the number of endovascular procedures for peripheral vascular disease, aortic aneurysm disease and carotid artery occlusive disease. Endovascular procedures are performed more than twice as often as conventional open procedures. *Wieslaneder CK, Huang CC, Omura MC, et al. Endovascular workforce for peripheral vascular diseases: current and future needs. J Vasc Surg. 2002;35: 1218-1225.*

Randomized trials have shown reductions in perioperative mortality and morbidity with endovascular repair of abdominal aortic aneurysm, as compared with open surgical repair. *Schermertown, Mark, M.D., Endovascular vs. open repair of Abdominal Aortic Aneurysm in the Medicare Population, New England Journal of Medicine 358:5 January 31, 2008.*

Finally, the system is floor-mounted, which provides superior laminar airflow within the operating room. This is critical to the sterility of the room, which will have positive effects on patient outcomes and decrease complications.

b. The degree to which the objectives of the technology have been met in practice;

The objective of the technology is to provide advanced imaging within an operating room environment that will allow the surgeon to complete both open and endovascular procedures in one setting without the necessity of moving the patient if the approach must be changed or if both treatment methods are required.

A recent study revealed that minimally-invasive endovascular thoracic aortic aneurysm repair is safer than open aneurysm repair, and is associated with fewer cardiac, respiratory and hemorrhagic complications, and shorter hospital stays. This study was published in the May 2009 issue of Journal of Vascular Surgery.

This study also reported that endovascular therapy is increasingly being used in cardiovascular surgical practice. Vascular disease processes, including blockages, bulges, or aneurysms, tears or dissections can be treated less invasively from

remote sites such as the groin. This method usually results in lower deaths rates and fewer complications for cardiovascular patients.

c. Any side effects, contraindications or environmental exposures;

The Siemens Artis Zeego angiography system improves treatment management for aneurysms, arteriovenous malformations, other vascular diseases, and strokes, and decreases intra-procedural complications. The following complications have been identified for angiographic interventional procedures: hypertension, cerebral vasospasms, seizures, hyponatremia and volume contraction. However, there are medical guidelines regarding how to manage and minimize the degree and duration of these complications.

d. The relationships, if any, to existing preventive, diagnostic therapeutic or management technologies and the effects on the existing technologies;

The Siemens Artis Zeego angiography system performs superior imaging that improves the physician's ability to diagnosis the patient and precisely identify the area in need of correction. It also allows the physician to identify complications sooner thereby allowing the physician to accurately and quickly correct the problem.

This technology will allow the surgeon to have both surgical and endovascular treatment options available in the same location simultaneously. Without this technology, the patient must be transported, often in a critical state, to another location within the facility.

e. Food and Drug Administration approval;

Please see attached press release from Siemens, indicating that the Artis Zeego angiography system received FDA clearance in February 2008.

f. The need methodology used by this proposal in order to assess efficacy and cost impact of the proposal;

This technology is a missing component of Applicant's comprehensive vascular and cardiac programs. The primary motivation behind the acquisition of this equipment is to save lives, reduce complications and improve patient outcomes for a variety of vascular and cardiac conditions. Patients who are able to have endovascular procedures rather than traditional open procedures will experience favorable outcomes with fewer complications, as well as shorter length of hospital stays. This will result in reduced costs to the patients overall.

g. The degree of partnership, if any, with other institutions for joint use and financing.

Applicant has the ability to finance this project on its own. No joint use or financing is expected.

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Siemens Receives FDA 510(k) clearance for the Artis zeego

MALVERN, Pa., Feb. 15, 2008 - Siemens announced that Artis zeego®, initially revealed to the public at the annual meeting of the Radiological Society of North America in November 2007, has received FDA 510(k) clearance. The newest member of the Artis zee® family is the latest first-to-market innovation from Siemens delivering multidimensional positioning capability for interventions in both radiology and cardiology, as well as the developing OR environment.

With its departure from traditional C-arm design, Artis zeego's unique flexibility of movement and image acquisition delivers benefits to clinicians in new and unique ways. Siemens rotational angiography delivers large-volume syngo® DynaCT to visualize the entire dimension of the entire thoracic spine showing the complete region of interest. Ergonomically sound working positions are available due to the system's flexible isocenter, increasing operator comfort during long and complex procedures. Unique parking positions maximize the use of room space during patient transfers and when the system is not in use, making it ideally suited for the OR or hybrid environment. Combined with the existing 2D and 3D features and applications common across the entire Artis zee family, the Artis zeego is poised to deliver advancements in the areas of imaging excellence, enhanced workflow, and investment confidence for the benefit of our customers and their patients alike.

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- Ultrasound
- Vascular Imaging
- Urology
- Women's Health

DIVIDER IV: FINANCIAL FEASIBILITY REVIEW CRITERIA & STANDARDS

1. **Document that sufficient financing is available by providing a letter from a financial institution or an auditor's statement indicating that sufficient funds are available.**

   Attached.

2. **Provide Service-Specific Revenues and Expenses (Form MO 580-1865) projected through three (3) years beyond project completion.**

   Attached. Overhead was calculated based on allocations to surgical services utilizing the Medicare Cost Report.

3. **Document how patient charges were derived.**

   Patient charges were derived based on Applicant's actual cost of the service; understanding of the market; and relationship to Medicare and managed care reimbursement principles.

4 **Document responsiveness to the needs of the medically indigent.**

   St. Luke's Hospital is a 501(c)(3) not-for-profit charitable organization that provides unreimbursed medical care to patients meeting specified criteria. St. Luke's Hospitals's Charity (Financial Assistance) policy is attached.

St. Luke's HOSPITAL
Our specialty is you.

October 8, 2009

Thomas R. Piper
Program Director
Missouri Certificate of Need Program
915G Leslie Boulevard
Jefferson City, MO 65101

Dear Mr. Piper:

I hereby attest that St. Luke's Episcopal-Presbyterian Hospitals has sufficient funds available to cover the costs of equipping a Hybrid Operating Room.

Sincerely,

Brian G. Spillers
Executive Vice President, Finance

SERVICE-SPECIFIC REVENUES AND EXPENSES

Historical Financial Data for Latest Three Years plus Projections Through Three Years Beyond Project Completion

(Use an individual form for each affected service with a sufficient number of copies of this form to cover entire period, and fill in the years in the appropriate blocks.)

	Year 2011	Year 2012	Year 2013
Amount of Utilization:*	118	129	142
Revenue:			
Average Charge**	$25,845	$27,137	$28,494
Gross Revenue	$3,049,710	$3,500,673	$4,046,148
Revenue Deductions	1,603,710	1,878,673	2,226,148
Operating Revenue	1,446,000	1,622,000	1,820,000
Other Revenue	0	0	0
TOTAL REVENUE	**$1,446,000**	**$1,622,000**	**$1,820,000**
Expenses:			
Direct Expense			
Salaries	266,000	259,000	272,000
Fees	0	0	0
Supplies	470,000	540,000	621,000
Other	15,000	117,000	119,000
TOTAL DIRECT	$731,000	$916,000	$1,012,000
Indirect Expense			
Depreciation	212,000	212,000	212,000
Interest***	0	0	0
Overhead****	91,000	105,000	121,000
TOTAL INDIRECT	$303,000	$317,000	$333,000
TOTAL EXPENSE	**$1,034,000**	**$1,233,000**	**$1,345,000**
NET INCOME (LOSS):	**$412,000**	**$389,000**	**$475,000**

* Utilization will be measured in "patient days" for licensed beds, "procedures" for equipment, or other appropriate units of measure specific to the service affected.

** Indicate how the average charge/procedure was calculated.

*** Only on long term debt, not construction.

**** Indicate how overhead was calculated.

MD 883-1855 (08/03)

St. Luke's
HOSPITAL

PATIENT FINANCIAL SERVICES
Policy and Procedure Manual
Self-Pay Collections

Charity (Financial Assistance)

Financial Reporting Assertion: Valuation, Completeness, and Existence

Financial Reporting Control: Authorization
Exception/Edit Report
Management Review
Key Performance Indicator

Policy Number: 7.A

Effective Date: 2/03

Approval: Liz Walter

Date Reviewed/Revised: 02/09

Objective: To provide financial assistance on medical bills to residents of the community who are uninsured or underinsured and do not have adequate financial resources to pay for necessary healthcare services provided by St. Luke's Hospital

Description of Internal Control: Charity is defined as the demonstrated inability of a patient to pay, versus bad debt, which is defined as the unwillingness of the patient to pay. The financial status of a patient is determined through the financial assistance application process to distinguish between charity and bad debt.

Charity care includes services provided to:

- Uninsured patients who do not have the ability to pay based on criteria provided on the financial assistance application.
- Insured patients whose coverage is inadequate to cover a catastrophic situation.
- Persons whose income is sufficient to pay for basic living costs but not medical care, and also, those persons with generally adequate incomes who are suddenly faced with catastrophically high medical bills.
- Patients who demonstrate the ability to pay part but not all of their liability.
- The hospital will not discriminate on the basis of race, ethnicity, gender, age, disability, etc., or on the basis of source of payor, when making financial assistance determinations.
- The hospital will apply the policy uniformly to all hospital patients.
- The policy is applicable to all hospital patients, including inpatients and outpatients.
- Hospital personnel are expected to keep all information contained in the financial assistance application confidential. Information contained in the financial assistance application is considered "protected health information" under HIPAA.

A minimum balance of $500 is required to be evaluated for financial assistance; the $500 minimum balance may be for one account or a combination of accounts that total $500 or more. This requirement may be waived with manager approval.

Charity care discounts will not be applied to patient convenience items, cosmetic procedures or private rooms (unless medically necessary).

Determination for eligibility for full or partial charity will remain valid for twelve months from the date of the charity determination for all necessary hospital services.

A family member or estate executor may apply for financial assistance of behalf of a deceased patient.

If there is a change in financial circumstances within a twelve-month period, an updated or new financial application may be completed.

All other resources must be applied first, including applicable health insurance coverage, payment from third party payors, and payments from Medicaid and Medicaid HMO plans.

Request for application:

Patients may request an application for financial assistance through Social Services, Customer Service or any St. Luke's employee who, if unable to directly assist the patient, can direct them to the appropriate personnel. Applications are available in the hospital as well as on-line via the hospital website.

Verification of Need:

Verification of income must be provided and included with the financial assistance application (Exhibit #1). Acceptable verification includes the prior year's tax return and one of the following: three-months current pay stubs, written verification of wages from the employer, an unemployment letter, a social security check, a bank statement, or a disability check. If upon receipt of the application, all the required documentation is not received, a follow-up letter will be mailed requesting the additional information needed to complete the processing of the application (Exhibit #2).

Determination:

The following factors will be considered when determining the amount of financial assistance for which a patient will be eligible:

- Consider individual or family net worth including all liquid and non-liquid assets owned less liabilities and claims against assets.
- Consider employment status along with future earning potential.
- Consider family size.
- Evaluate other financial obligations including living expenses and other items of a reasonable and necessary nature.
- Consider the frequency of hospital and other healthcare/medication related bill(s).
- If a patient does not have Medicaid but might qualify, he/she must cooperate with the application process and apply for Medicaid (Exhibit #3). If Medicaid is denied, the application will then be considered for financial assistance.
- If the patient has Medicare but no secondary coverage and income is at or below the (FPG) Federal Poverty Guideline, the patient must apply for Medicaid before a financial assistance determination can be made.

- To quality for financial assistance, gross income generally should be at or below 400% of the FPG with consideration to family size and geographic location. Information regarding FPG can be found on the Federal Register website: http:www.census.gov/hhes/www/poverty.html.

2009 Federal Poverty Guidelines

Family Size	2009 Maintenance Need – 100%
1	$10,830
2	14,570
3	18,310
4	22,050
5	25,790
6	29,530
7	33,270
8	37,010

Add $3,740 for each additional family member

Patients with balances due greater than $25,000 may be considered for financial assistance if their income exceeds 400% of the FPG, at the discretion of management.

- The dollar amount of financial assistance granted is normally based on a sliding scale from 25% to 100% of the total balance due, based on income as a percentage of FPG and the total balance owed compared to income. (Refer to the Charity Matrix for St. Luke's Hospital, Exhibit #9.)
- If the patient discloses assets that show an ability to pay for patient share owed, the percentage of financial assistance of the patient qualifies for on the St. Luke's Charity Matrix may be reduced, based on the availability of resources that could be used to pay for their bills.

Follow-up:

Patients approved for financial assistance will receive the charity percentage awarded for a period of twelve months after the determination. At the time a patient is approved for financial assistance, the month when the patient is approved is entered in the patient class field in STAR. A report prints daily when a patient is registered and who has been approved for financial assistance within the previous year. Accounts are then adjusted with and adjustment code that identifies that the adjustment is done based on a previous financial assistance approval. This is tracked and identified on the monthly Charity report. Patients are sent a letter letting them know of the adjustment. (Exhibits #7and #8) A patient's eligibility may be re-evaluated when any of the following occur:

- Subsequent rendering of services after the twelve-month period.
- Income change
- Family size change
- When any portion of the patient's account is written off as a bet debt or is in collections.

Upon sending a financial assistance application to a patient, all outstanding accounts for the application will be placed on the charity follow-up cycle to allow adequate time for the application to be processed.

Financial Assistance applications will be reviewed a determination will be made within 5 business days from receipt of all appropriate information.

Patient Financial Services (PFS) will be responsible for retaining approved applications for seven years and notifying patient in writing, regarding approval (Exhibit #4), partial approval (Exhibit #5), or denial (Exhibit #6). The above documentation will be scanned and retained into HBF (Horizon Business Folder). This information is accessible by the Business Analyst and/or management staff in the Patient Financial Services Department only.

A denial may be appealed if the patient provides supporting documents proving an inability to pay that were not part of the initial consideration.

In some circumstances, usually when disposable income is limited or when a patient is on a low fixed income, a patient may be given a 100% discount but will be asked to make a "token payment". This amount will be based on the size of the patient's bill and what St. Luke's Hospital feels the patient can afford to pay. The manager or Director of PFS will determine the amount of the token payment.

Communication of Financial Assistance Policy:

All staff, including registration, support, clinical, and professional, will be informed of the financial assistance and discount policies and should be able to discuss basic information about the policies with the patient. Additional information or questions can be directed to PFS. The hospital website and Hospital Information Booklet have been updated to include information regarding the Financial Assistance Policy.

Frequency of Control: Daily as applications are received
Monthly - Management review of reports complied by the Business Analyst that indicate the total number of accounts and dollars awarded and denied financial assistance.

Who is control performed by: Business Analyst with assistance from Manager as needed

Who has overall responsibility: Director, Patient Financial Services

Evidence of Review: This policy will be re-evaluated each calendar year. An annual audit will be performed to determine if the policy is appropriate. The audit will include patients who were denied financial assistance and sent to Bad Debt to ensure we are identifying and assisting as many under-resourced patients as possible prior to their accounts being referred to Bad Debt.

Exceptions:

None

Attachments:

Exhibit #1: Financial Assistance Application Patient Requesting Application
Exhibit #2: Financial Assistance Application – Patient Not Requesting Application
Exhibit #3: Letter needing additional information
Exhibit #4: Letter to patient re: Medicaid
Exhibit #5: Letter approving a 100% discount
Exhibit #6: Letter approving a partial discount
Exhibit #7: Letter denying financial assistance
Exhibit #8: Letter of previously approved 100%
Exhibit #9: Letter of previously approved other %
Exhibit #10: Financial Assistance Matrix

St. Luke's HOSPITAL

232 S. Woods Mill Road
Chesterfield, MO 63017

Date_____

Name _____
Address_____
City, State, Zip_____

Dear _____:

Our records indicate that you have requested financial assistance with your account(s) at St. Luke's Hospital. To be considered for assistance, **please complete the information below and return it in the envelope provided along with a copy of your current tax return and two of your most recent paycheck stubs.**

This information will be kept confidential and will allow us to do an initial assessment of your qualifications for our Financial Assistance Program. We will notify you in writing within 30 days of the receipt of your information with a determination of our review or if additional information is needed.

If you have questions, please call our Customer Service Department, at 314-576-8100 or toll free at 1-888-924-9200, Monday–Friday, 8:30 A.M.– 5:00 P.M.

Very truly yours,

Financial Assistance Committee

*For Office Use Only: Account #:*_____

Patient/Parent #1 Employer: _____ Monthly gross income: _____

Spouse/Parent # 2 Employer: _____ Monthly gross income: _____

Monthly mortgage/Rent: _____ # of dependent(s) claimed on tax return: _____

If you have no income, how are your housing, food and transportation needs being met?

_____

COPIES OF YOUR MOST RECENT TAX RETURN AND PAYCHECK STUBS ARE REQUIRED.

Please include any other information that you feel would help us determine your financial needs. If financial assistance is granted please be advised that we may share information with your other healthcare providers regarding total charges and the percentage of discount that has been awarded.

St. Luke's HOSPITAL

232 S. Woods Mill Road
Chesterfield, MO 63017

Date_____

Name _____
Address_____
City, State, Zip_____

Dear _____:

As part of St. Luke's Hospital's mission, our Financial Assistance Committee is reaching out to help eligible persons receive healthcare at no charge or at a reduced rate. St. Luke's Hospital has implemented a screening process that can identify patients who are likely to qualify for financial assistance. Based on your family size and income, you may be eligible for assistance. To be considered for assistance, **please complete the information below and return it in the envelope provided along with a copy of your current tax return and two of your most recent paycheck stubs.**

This information will be kept confidential and will allow us to do an initial assessment of your qualifications for our Financial Assistance Program. We will notify you in writing within 30 days of the receipt of your information with a determination of our review or if additional information is needed.

If you have questions, please call our Customer Service Department, at 314-576-8100 or toll free at 1-888-924-9200, Monday–Friday, 8:30 A.M.– 5:00 P.M.

Very truly yours,

Financial Assistance Committee

For Office Use Only: Account #: _____

Patient/Parent #1 Employer: _____ Monthly gross income: _____

Spouse/Parent # 2 Employer: _____ Monthly gross income: _____

Monthly mortgage/Rent: _____ # of dependent(s) claimed on tax return: _____

If you have no income, how are your housing, food and transportation needs being met?

_____

COPIES OF YOUR MOST RECENT TAX RETURN AND PAYCHECK STUBS ARE REQUIRED.

Please include any other information that you feel would help us determine your financial needs. If financial assistance is granted please be advised that we may share information with your other healthcare providers regarding total charges and the percentage of discount that has been awarded

St. Luke's
HOSPITAL
232 S. Woods Mill Road
Chesterfield, MO 63017

Date: _____

Name: _____
Address _____
_____

Dear Mr./Mrs. _____:

Re: Patient Name	Account Number	Date of Service	Balance
_____	_____	_____	$_____
_____	_____	_____	$_____

We are in receipt of your request for financial assistance. However, we are unable to make a determination based on the limited information that you have provided us. For us to make an informed decision for a patient claiming no income or a patient claiming to be a dependent, we must have financial information on the person(s) who are providing you with financial support.

Please send us the following information. This information **must be returned within (10) business days**. If it is not returned, your request will be automatically denied.

- ☐ Complete and sign the enclosed Financial Assistance Application.
- ☐ A complete, **signed** copy of your Federal Income Tax Return from the previous year. (If you are self-employed, include all schedules). Call the IRS at 1-800-829-1040 if you do not file a tax return, or do not have a copy and ask for letter No. 1722.
- ☐ If you have no income, we will need a financial statement on whoever is paying your current living expenses.
- ☐ Proof of income for the last three (3) months, if applicable.
- ☐ If unemployed, proof from the employment office stating whether you are or are not receiving benefits.
- ☐ Proof of house payment or rent.
- ☐ Legal Proof of receiving Social Security, Disability, Welfare and/or Child Support, if applicable.
- ☐ Legal Proof of receiving Food Stamps, if applicable.

Please do not send original receipts/proof of items listed above.

If you have any questions, please call our Customer Service Department at 314-576-8100 or toll free at 1-888-924-9200, Monday–Friday, 8:30 A.M.– 5:00 P.M. An addressed envelope is enclosed for your convenience.

Very truly yours,

Financial Assistance Committee

St. Luke's
HOSPITAL
232 S. Woods Mill Road
Chesterfield, MO 63017

Date: _____

Name: _____
Address_____
_____

Dear Mr./Mrs._____:

Re: Patient Name	Account Number	Date of Service	Balance
_____	_____	_____	$_____
_____	_____	_____	$_____

St. Luke's Hospital's Financial Assistance Program is designed to cover hospital services that cannot be covered by any other payor. We have reason to believe that your services may be covered under the Medicaid Program.

Please make every effort to comply with the Medicaid application process. If you need assistance with the Medicaid application process, please call Argent Healthcare at 1-800-544-9910. If your application is denied, please send us a copy of the denial. At that time, we will reconsider your application for financial assistance.

If you choose not to apply for Medicaid, your application for financial assistance will be denied, and you will need to remit payment for your services.

Please call the Customer Service Department at 314-576-8100 or toll free at 1-888-924-9200, Monday Friday, 8:30 A.M.– 5:00 P.M., if you have any further questions or need to set up a payment plan.

Very truly yours,

Financial Assistance Committee

St. Luke's HOSPITAL

232 S. Woods Mill Road
Chesterfield, MO 63017

Date: _____

Name: _____
Address _____
_____

Dear _____:

Re:

Patient Name	Account Number	Date of Service	Previous Balance	Current Balance
_____	_____	_____	$ _____	$00.00
_____	_____	_____	_____	00.00

We have carefully reviewed your application for financial assistance and have determined that you meet St. Luke's Hospital's established guidelines for a discount of 100%. Your account(s) has been adjusted to a zero balance.

If you have any questions, please call the Customer Service Department at 314-576-8100 or toll free at 1-888-924-9200, Monday–Friday, 8:30 A.M. - 5:00 P.M.

Very truly yours,

Financial Assistance Committee

St. Luke's HOSPITAL
232 S. Woods Mill Road
Chesterfield, MO 63017

Date: _____

Name: _____
Address: _____
_____

Dear _____:

Re: Patient Name	Account Number	Date of Service	Previous Balance	Adjustment	Current Balance
		Total			

We have carefully reviewed your application for financial assistance and have determined that you meet St. Luke's Hospital's established guidelines for a discount of ___% or the amount of $_____. Your account/s will be reduced as indicated above, and the patient/responsible party will be liable for $_____. The balance may be paid as follows:

Cash, personal check, or money order
Major Credit Cards: American Express, Discover, MasterCard, or Visa
4 monthly installments

If you have any questions, wish to pay by credit card, or make other payment arrangements, please call our Customer Service Department, at 314-576-8100 or toll free at 1-888-924-9200, Monday–Friday, 8:30 A.M.– 5:00 P.M. If you pay by check or money order, please include your account number on the check or money order.

Very truly yours,

Financial Assistance Committee

St. Luke's HOSPITAL

232 S. Woods Mill Road
Chesterfield, MO 63017

Date: _____

Name: _____
Address _____
_____

Dear Mr./Mrs. _____:

Re: Patient Name	Account Number	Date of Service	Balance
_____	_____	_____	$_____
_____	_____	_____	$_____

We have carefully reviewed your application for financial assistance and have determined that you do not meet St. Luke's Hospital's established guidelines for a discount because your income and/or resources exceed the Federal Poverty Guidelines and/or we have determined based on the information supplied, you have sufficient income to pay.

The balance may be paid as follows:

- Cash, personal check, or money order
- Major Credit Cards: American Express, Discover, MasterCard, or Visa
- 4 monthly installments

To pay by credit card or to make payment arrangements, please call our Customer Service Department, at 314-576-8100 or toll free at 1-888-924-9200, Monday–Friday, 8:30 A.M.– 5:00 P.M.

If you pay by check or money order, please mail your payment to St. Luke's Hospital, PO Box 500223, St. Louis, MO 63150, and include your account number on the check or money order.

Very truly yours,

Financial Assistance Committee

St. Luke's HOSPITAL

232 S. Woods Mill Road
Chesterfield, MO 63017

Date: _____

Name: _____
Address_____
_____

Dear Mr./Mrs._____:

On (Date), we carefully reviewed your application for financial assistance and determined that you met St. Luke's Hospital's guidelines for a 100% discount. This discount is in effect for 12 months from the date your application was approved. Since additional services have been received at St. Luke's Hospital, the account(s) below have been reduced to reflect the discounted amount.

Patient Name	Account Number	Discount	New Balance
_____	_____	_____	$_____
_____	_____	_____	$_____

If you have questions, please call our Customer Service Department, at 314-576-8100 or toll free at 1-888-924-9200, Monday--Friday, 8:30 A.M.– 5:00 P.M.

Very truly yours,

Financial Assistance Committee

St. Luke's HOSPITAL

232 S. Woods Mill Road
Chesterfield, MO 63017

Date: _____

Name: _____
Address _____
_____

Dear Mr./Mrs. _____:

On (Date), we carefully reviewed your application for financial assistance and determined that you met St. Luke's Hospital's guidelines for a 75% discount. This discount is in effect for 12 months from the date your application was approved. Since additional services have been received at St. Luke's Hospital, the account(s) below have been reduced to reflect the discounted amount.

Patient Name	Account Number	Discount	New Balance
_____	_____	_____	$_____
_____	_____	_____	$_____

- Cash, personal check, or money order
- American Express, Discover, MasterCard, or Visa
- Monthly payment plan

If you have questions, wish to pay by credit card, or would like to make a payment arrangement, please call our Customer Service Department, at 314-576-8100 or toll free at 1-888-924-9200, Monday–Friday, 8:30 A.M. 5:00 P.M. If paying by check or money order, please include your account number on your check or money order.

Very truly yours,

Financial Assistance Committee

ST. LUKE'S HOSPITAL

FINANCIAL ASSISTANCE MATRIX

FAMILY INCOME AS A % OF FEDERAL POVERTY GUIDELINES (FPG)	TOTAL P/S (Patient Share) DUE	<$1,000	$1,000 - $2,500	$2,501 - $5,000	$ 5,001 - $10,000	$10,001 - $25,000	$25,001 – $50.000	>$50,000
0-200%		100%	100%	100%	100%	100%	100%	100%
201-250%		75%	75%	75%	75%	75%	90%	90%
251-300%		50%	50%	50%	75%	75%	75%	75%
301-350%		40%	40%	40%	50%	50%	75%	75%
351-400%		25%	25%	25%	40%	50%	75%	75%
401% or higher		Over-resourced	Over-resourced	Over-resourced	Over-resourced	Over-resourced	Management Discretion	Management Discretion

L A S H L Y & B A E R, P. C.

November 13, 2009

MARGARET C. SCAVOTTO
(314) 436-8302
mscavotto@lashlybaer.com
Licensed in Missouri and Illinois

Donna Schuessler
Health Planning Specialist
Missouri Health Facilities Review Committee
VIA EMAIL

Re: $4428 HS: St. Luke's Episcopal-Presbyterian Hospital
$1,505,000, Acquire Angiography System
Response to Request for Additional Information

Dear Donna:

In your letter dated November 3, 2009, you requested some additional information regarding the above-referenced project:

- Provide third-party documentation that sufficient unrestricted funds are available for this project. This could be in the form of a copy of the latest audited financial statement or an auditor's statement that unrestricted funds are available for the project.

Response: Please see attached excerpt from the KPMG Independent Auditors' Report for St. Luke's Health Corporation, which shows the availability of more than $60 million in cash and cash equivalents.

Please contact me at the above telephone number or email address if additional information or discussion is required.

Very truly yours,

Margaret C. Scavotto

MCS/dk

Enclosure

KPMG LLP
Suite 900
10 South Broadway
St. Louis, MO 63102-1761

INDEPENDENT AUDITORS' REPORT

The Board of Directors
St. Luke's Health Corporation:

We have audited the accompanying consolidated balance sheets of St. Luke's Health Corporation as of June 30, 2009 and 2008, and the related consolidated statements of operations, changes in net assets, and cash flows for the years then ended. These consolidated financial statements are the responsibility of St. Luke's Health Corporation management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of St. Luke's Health Corporation internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of St. Luke's Health Corporation as of June 30, 2009 and 2008, and the results of its operations, changes in net assets, and cash flows for the years then ended in conformity with U.S. generally accepted accounting principles.

As discussed in note 2 to the consolidated financial statements, effective July 1, 2008, St. Luke's Health Corporation adopted Statement of Financial Accounting Standards No. 157, *Fair Value Measurements*.

KPMG LLP

St. Louis, Missouri
September 14, 2009

St. Luke's Health Corporation

CONSOLIDATED BALANCE SHEETS

June 30, 2009 and 2008

(In thousands)

ASSETS

		2009	2008
Current assets:			
Cash and cash equivalents	$	61,611	71,220
Short term investments		72,802	32,287
Accounts receivable, net of allowance for uncollectible receivables of $7,493 and $6,213 in 2009 and 2008, respectively		41,485	47,417
Inventories		5,404	5,366
Receivables from sale of unconsolidated entities		-	13,934
Other current assets		7,160	8,037
Total current assets		188,462	178,261
Assets limited as to use or restricted		49,216	56,453
Property and equipment, net		195,419	199,176
Other assets		16,700	15,423
Total assets	$	449,797	449,313

LIABILITIES AND NET ASSETS

Current liabilities:			
Current maturities of long-term obligations	$	2,965	2,845
Accounts payable		7,614	9,932
Accrued liabilities		26,725	28,873
Total current liabilities		37,304	41,650
Insurance reserves and other liabilities		17,131	20,188
Pension liability		23,069	14,920
Long-term obligations, less current maturities		112,983	116,015
Total liabilities		190,487	192,773
Net assets:			
Unrestricted		249,803	244,407
Temporarily restricted		6,804	8,244
Permanently restricted		2,703	3,889
Total net assets		259,310	256,540
Total liabilities and net assets	$	449,797	449,313

See accompanying notes to consolidated financial statements.